

VIRGINIA SLIMS PROCEDURES MANUAL

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VIRGINIA SLIMS CHAMPIONSHIPS

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GLOSSARY

VIRGINIA SLIMS PERSONNEL

Director, Event Marketing: Has final approval on all policies.

Group Manager, Event Marketing: Develops overall planning strategy, approves program elements and is the liaison to senior management.

Manager, Event Marketing: Manages all staff functions, oversees daily operations and makes recommendations to senior management.

Coordinator, Operations: Liaison for advertising agency, Sales Force and promoters. Responsible for all materials production and distribution. Tracks budget and inventory.

Program Administrator: Maintains ongoing network of affiliates and on-road public relations communications to generate year-round publicity. Coordinator of outgoing publicity communications.

Manager, Operations: Assures compliance with contract on-site at all Virginia Slims named events as well as non-named events. Implements projects and promotions on-site. Responsible for pre-tournament planning from the New York office. Represents Virginia Slims on the Women's International Professional Tennis Council.

Public Relations Director: Responsible for overseeing media activities on-site at primary or independent named and non-named events.

Special Projects Consultant: Additional staff support to implement and oversee short-term projects in the New York office and in the field, including clinics, pro-ams and hospitality functions.

Official Photographer: Responds to all Virginia Slims photo needs on-site. Maintains a photo library and supplies all required photos to Virginia Slims affiliates and New York office.

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As of 11/3/92

VIRGINIA SLIMS
DIRECTORY OF KEY PERSONNEL

Virginia Slims Marketing Promotions

Virginia Slims
120 Park Avenue
12th Floor
New York, NY 10017
(212) 880-5000
Martha Griffin (212) 878-2778
FAX: (212) 922-1462 or (212) 907-5478

Ina Broeman, ^{Director} Group Manager, Event Marketing
~~Edna Moore~~ ^{Group Manager}
~~Deane Gross~~, Manager, Virginia Slims Fashion

Barbara Hannan, ~~Publicity Manager~~, Virginia Slims Fashion

Office " 878-2836

Home " 288-5056

Office " ~~880-3476~~

Home " ~~473-4734~~

" 880-3984

or (203) 331-9952

(Fax) " 335-1277

Nancy Zimbalist, Manager, Virginia Slims Tennis

Office (212) 878-2883

Home " 758-9502

Frank Dunne, Operations Coordinator, Virginia Slims

Office (212) 878-2319

Home " 932-7831

Emily Bruce, Manager, Public Relations

" 878-2435

Victor Han, Director of Communications

Office (212) 878-2796

Home (914) 732-2566

Sheila Banks-McKenzie, Director, Media Affairs

Office (212) 878-2812

Home (914) 737-5945

Director of Special Events

Annalee Thurston
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Long Beach, CA 90808
(310) 421-2945 or
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V.S. Public Relations Director

Janine Goldberg
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Marina Del Rey, CA 90292
(310) 306-6722
Fax: (310) 822-1776

Special Projects Consultant

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Suite 815
Beverly Hills, CA 90212
(310) 274-6220
Fax: (310) 275-1460
Car Phone: (213) 400-0133
Home: (714) 496-0705
Home Fax: (714) 496-4135

V.S. Director. Public Relations

Heather Hellman
1744 E. 2nd Street, Apt. 1
Long Beach, CA 90802
(310) 491-0098
Fax: Same as above

2041002540

Darkroom Photo Lab

622 East 46th Street
New York, NY 10017
Nava Benjamini
(212)687-8920
Fax: (212)573-8362

IDS/Electronic Scoreboards

Rallis Pappas
Bill Burkette
Cappy Olmstead
(904)645-8697
Fax: (904)645-8496

JDPR

Jerry Diamond
Kevin Diamond
1388 Sutter Street
Suite 710
San Francisco, CA 94109
(415)673-2016
(415)441-1961 (Fax)

Photographer

Fred Mullane
500 N.E. 2nd Street, Apt 304
Dania, FL 33004
(305)923-0046
Fax: Same as above

W.T.A.

Ana Leaird
Gene Beckwith
133 First Street NE
St. Petersburg, FL 33701
(813)895-5000
Fax: (813)894-1982

2041002541

KRAFT GENERAL FOODS
PERSONNEL

Event Management Group

Kraft General Foods
250 North Street
White Plains, NY 10625

Mail Code: RA-6S

Mr. Tom Keim - Director, Event Marketing	(914) 335-1435
(Fax)	(914) 335-1255
Ms. Jean Washington - Director of Event Promotions, North America	(914) 335-1210
(Fax)	(914) 335-1255
Ms. Bobbie Hanson - Associate Manager, Event Promotions	(914) 335-1209
(Fax)	(914) 335-1255
Ms. Edythe A. McGoldrick - Staff Manager, Planning & Operations	(617) 237-1975
Home: 22 Wilde Road	(Fax) (617) 237-8847
Wellesley Hills, MA 02181	
Ms. Leslie Allen - Event Manager	(914) 335-1437
(Fax)	(914) 335-1255
Mr. James Fuhse - Event Manager	(914) 335-1438
(Fax)	(914) 335-1255
Mr. Steve Tiberi - Operations Coordinator	(914) 335-1290
(Fax)	(914) 335-1255

London Office

Address: c/o Charles Stewart & Co., Ltd.
530 Chiswick High Road
London W4 5RG
Telephone: (071) 994-7551
Fax: (071) 995-4123

Mr. Peter Land - Director, Event Promotions - Europe
Ms. Bettina Pettersen - Event Manager
Ms. Suzette Betteridge - Event Manager

As of 4/10/91

204100254Z

AS OF NOVEMBER 16, 1990

WEEK	PRIZE MONEY	GRAND SLAM, LIPTON, CHAMPIONSHIPS, TIERS I, II, III	TIERS IV, V	DRAW	SURFACE	NON-TOUR EVENTS
JUN-24-91	TBA	THE CHAMPIONSHIPS Wimbledon, England		128/64/64	GO	
JUL-01-91	TBA	THE CHAMPIONSHIPS Wimbledon, England		128/64/64	GO	
JUL-08-91	\$75,000 \$75,000		TORNEO INTERNAZIONALE Palermo, Italy BASTAD LADIES Bastad, Sweden	32/-/16 32/32/16	CO CO	
JUL-15-91	\$100,000 \$75,000		AUSTRIAN LADIES OPEN Kitzbuehl, Austria SAN MARINO OPEN Republic of San Marino	32/32/16 32/32/16	CO CO	
JUL-22-91	\$100,000		WESTCHESTER LADIES CUP Westchester, NY	32/32/16	HO	FEDERATION CUP NOTTINGHAM
JUL-29-91	\$225,000	MAZDA TENNIS CLASSIC San Diego, CA		28/32/16	HO	
AUG-05-91	\$500,000 \$150,000	PLAYERS CANADIAN OPEN Toronto, Can.	VIRGINIA SLIMS OF ALBUQUERQUE Albuquerque, NM	56/32/16 32/32/16	HO HO	
AUG-12-91	\$350,000	VIRGINIA SLIMS OF LOS ANGELES Manhattan Beach, CA		56/32/28	HO	
AUG-19-91	\$350,000 \$100,000	VIRGINIA SLIMS OF WASHINGTON Washington, D.C.	OTB OPEN Schenectady, NY	28/32/16 32/32/16	HO HO	
AUG-26-91	TBA	U.S. OPEN CHAMPIONSHIPS New York, NY		128/64/64	HO	
SEP-02-91	TBA	U.S. OPEN CHAMPIONSHIPS New York, NY		128/64/64	HO	
SEP-09-91	\$75,000		ATHENS WOMEN'S OPEN Athens, Greece	32/32/16	CO	
SEP-16-91	\$350,000 \$150,000	NICHIREI INTERNATIONAL LADIES CHAMPIONSHIP Tokyo, Japan	GRAND PRIX FEMININ DU RACING CLUB DE FRANCE Paris, France	28/32/16 32/32/16	I CO	
SEP-23-91	\$150,000 \$100,000		OPEN WHIRLPOOL - VILLE DE BAYONNE Bayonne, France MOSCOW WOMEN'S OPEN Moscow, USSR	32/32/16 32/32/16	I I	**ESSEN
SEP-30-91	\$225,000 \$225,000	INTERNATIONAL WOMEN'S CUP Milan, Italy VOLKSWAGEN-DAMEN-GRAND-PRIX Leipzig, GDR		28/32/16 28/32/16	I I	
OCT-07-91	\$350,000	BMW EUROPEAN INDOORS Zurich, Switzerland		32/32/16	I	
OCT-14-91	\$350,000	PORSCHE TENNIS GRAND PRIX Filderstadt, FRG		32/32/16	I	
OCT-21-91	\$350,000 \$150,000	MIDLAND BANK CHAMPS Brighton, England	PUERTO RICAN OPEN San Juan, Puerto Rico	32/32/16 32/32/16	I HO	
OCT-28-91	\$150,000		ARIZONA CLASSIC Phoenix, Arizona	32/32/16	HO	
NOV-04-91	\$350,000 \$150,000	VIRGINIA SLIMS OF CALIFORNIA Oakland, CA	VIRGINIA SLIMS OF NASHVILLE Nashville, TN	28/-/16 32/32/16	I I	
NOV-11-91	\$350,000 \$150,000	VIRGINIA SLIMS OF PHILADELPHIA Philadelphia, PA	JELL-O TENNIS CLASSIC Indianapolis, IN	28/-/16 32/32/16	I I	
NOV-18-91	\$3,000,000	VIRGINIA SLIMS CHAMPIONSHIPS New York, NY		16/-/8	I	

TIER
GS = Grand Slam
VSC = Virginia Slims
Championships
LIPC = Lipton International
Players Champs
I = \$500,000 Events
II = \$350,000 Events
III = \$225,000 Events
IV = \$150,000 Events
V = \$100,000 Events
and
\$75,000 Events

SURFACE
H = Hard
C = Clay
G = Grass
I = Indoors
O = Outdoors

PRIZE MONEY
Expressed in U.S. Dollars
+ I = Travel
*Saturday Final
**WITA Special Event
***Monday Final



WIPTC

The Women's International Professional Tennis Council administers the Kraft General Foods World Tour and has approved tournaments for the assignment of dates in this calendar.

This calendar distributed by the WIPTC, 100 Park Avenue, 2nd Floor, NY 10017

CDMP 444 181

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KRAFT GENERAL FOODS WORLD TOUR
1991 WOMEN'S PROFESSIONAL TENNIS CALENDAR
PROVISIONAL — AS OF NOVEMBER 16, 1990



WEEK	PRIZE MONEY	GRAND SLAM, LIPTON, CHAMPIONSHIPS, TIERS I, II, III	TIERS IV, V	DRAW	SURFACE	NON-TOUR EVENTS
NOV-26-90	\$75,000		NIVEA CUP Sao Paulo, Brazil	32/32/16	CO	
DEC-31-90	\$150,000		DANONE WOMEN'S HDCTS Brisbane, Australia	56/32/28	HO	
JAN-07-91	\$225,000	HOLDEN N.S.W. OPEN Sydney, Australia		56/32/28	HO	
JAN-14-91	TBA	FORD AUSTRALIAN OPEN Melbourne, Australia		128/48/64	HO	
JAN-21-91	TBA	FORD AUSTRALIAN OPEN Melbourne, Australia		128/48/64	HO	
JAN-28-91	\$350,000	TORAY PAN PACIFIC Tokyo, Japan		28/32/16	I	
	\$100,000		NUTRI-METICS Auckland, New Zealand	32/32/16	HO	
FEB-04-91	\$100,000		OSLO OPEN Oslo, Norway	32/32/16	I	
	\$100,000		FERNLEAF INT'L CLASSIC Wellington, New Zealand	32/32/16	HO	
FEB-11-91	\$350,000	VIRGINIA SLIMS OF CHICAGO Chicago, IL		28/-/16	I	
	\$100,000		COLORADO TENNIS CLASSIC Denver, Colorado	32/32/16	I	
	\$100,000		AUSTRIAN LADIES INDOORS Linz, Austria	32/32/16	I	
FEB-18-91	\$150,000		VIRGINIA SLIMS OF OKLAHOMA Oklahoma City, OK	32/32/16	I	
FEB-25-91	\$350,000	VIRGINIA SLIMS OF PALM SPRINGS Palm Springs, CA		56/32/28	HO	
	\$100,000		VANKRIS OPEN Martinique, French West Indies	32/32/16	HO	
MAR-04-91	\$500,000	VIRGINIA SLIMS OF FLORIDA Boca Raton, FL		56/32/28	HO	
MAR-15-91	\$750,000	LIPTON INT'L CHMPS Key Biscayne, FL		96/64/48	HO	
MAR-18-91	\$750,000	LIPTON INT'L CHMPS Key Biscayne, FL		96/64/48	HO	
MAR-25-91	\$225,000	U.S. HARDCOURTS San Antonio, TX		32/32/16	HO	
	\$200,000		LIGHT N' LIVELY DOUBLES Innisbrook, FL	8D	I	
APR-01-91	\$500,000	FAMILY CIRCLE CUP Hilton Head, SC		56/32/28	CO	
APR-08-91	\$350,000	BAUSCH & LOMB CHAMPS Amelia Island, FL		56/32/28	CO	
	\$150,000		SUNTORY OPEN Tokyo, Japan	32/32/16	HO	
APR-15-91	\$350,000	VIRGINIA SLIMS OF HOUSTON Houston, TX		28/32/16	CO	
	\$150,000		DHL SINGAPORE OPEN Rep. of Singapore	32/32/16	HO	
APR-22-91	\$225,000	INT'L CHMPS OF SPAIN Barcelona, Spain		56/-/16	CO	
APR-29-91	\$350,000	CITIZEN CUP Hamburg, FRG		56/-/28	CO	
	\$100,000		TROFEO ILVA Taranto, Italy	32/32/16	CO	
MAY-06-91	\$500,000	ITALIAN OPEN Rome, Italy		56/32/28	CO	
MAY-13-91	\$500,000	LUFTHANSA CUP *** Berlin, FRG		56/32/28	CO	
MAY-20-91	\$150,000		GENEVA EUROPEAN OPEN Geneva, Switzerland	28/32/16	CO	
	\$150,000		INT'L DE STRASBOURG Strasbourg, FR	28/32/16	CO	
MAY-27-91	TBA	FRENCH OPEN Paris, FR		128/64/64	CO	
JUN-03-91	TBA	FRENCH OPEN Paris, FR		128/64/64	CO	
JUN-10-91	\$150,000		DOW CLASSIC Birmingham, England	56/32/28	GO	
JUN-17-91	\$350,000	PILKINGTON GLASS Eastbourne, England		64/32/32	GO	

17 APRIL

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GOVERNING BODIES
IN WOMEN'S TENNIS

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GOVERNING BODIES IN WOMEN'S TENNIS

Women's Tennis Association (WTA)

- . Player association.
- . Responsible for day-to-day operations of professional women's tennis.
- . Responsible for player commitment to all Kraft General Foods World Tour events.
- . Represented on the Women's International Professional Tennis Council.

Women's Pro Tennis Tournament Association (WPTTA)

- . North American tournament promoters and directors association.
- . Represented on the Women's International Professional Tennis Council.

Women's International Professional Tennis Council (WIPTC)

- . Comprised of representatives from Virginia Slims (non-voting); Kraft General Foods (non-voting); Women's Tennis Association; International Tennis Federation; Women's Pro Tennis Tournament Association; European Tournament Association; Rest of the World Tournament Group; and Managing Director (non-voting).
- . Responsible for administering the Kraft General Foods World Tour.
- . Responsible for scheduling all Virginia Slims events.
- . Managing Director oversees daily operations of the WIPTC.

International Tennis Federation (ITF)

- . World governing body of professional and amateur tennis.
- . Responsible for Federation Cup and Olympics.
- . Represented on the Women's International Professional Tennis Council.

2041002546

WOMEN'S TENNIS ASSOCIATION

133 First Street, NE
St. Petersburg, FL 33701 USA
Telephone: (813) 895-5000
Fax: (813) 894-1982

The Vanderbilt Club
31 Sterne Street
London, W12 8AB
England
Tel: (011)(44)(81) 749-8090
Fax: (011)(44)(81) 749-9277

PERSONNEL

Office

Gerard Smith - Executive Director & CEO (Ext. 225)
Gregory Pangburn - Chief Financial Officer (Ext. 234)
Peachy Kellmeyer - Director of International Operations (Ext. 223)
Jean Nachand - Assistant to Director of
International Operations (Ext. 229)
Ana Leaird - Director of Public Relations (Ext. 222)
Gene Beckwith - Director of
Management Information Systems (Ext. 235)
Giselle Marrou - Assistant to Director of MIS (Ext. 241)
Joan Pennello - Director of Player Services (Ext. 221)
Kate Sivoilella - Player Coordinator (Ext. 228)
Rose Wagner - Marketing Coordinator (Ext. 240)
Renee Bloch Shallouf - Media Services Manager (Ext. 226)
Susan Vosburgh - Computer Operator (Ext. 238)
Doug Clery - Publications Editor (Ext. 224)
Megan Bardsley - Assistant to the Director of European Operations
(London office)
James Broder - Management Information Services Consultant

On Road

Georgina Clark - Director of European Operations
Pam Whytcross - Tour Director
Brenda Perry - Tour Director
Lee Jackson - Director of Special Services
Tracy Robinson - Public Relations Coordinator
Robin Reynolds - Public Relations Coordinator

Health and Medical Staff

Dana Van Pelt - Director of Health Services
Kathleen Stroia - Sports Medicine Therapist
Catherine Ortega - Sports Medicine Therapist
Joni Essenmacher - Sports Medicine Therapist
Mary Short - Massage Therapist
Margaret Mills - Massage Therapist
Inga Tuoloch - Sports Medicine Therapist
Madeleine van Zoelen - Sports Medicine Therapist
Fred W. Frick, M.D. - Drug Expert

As of 2/12/91

2041002547

1991 WTA BOARD OF DIRECTORS AND COMMITTEES

BOARD OF DIRECTORS

Chris Evert, President
Pam Shriver, Vice President
Wendy Turnbull, Secretary
Elise Burgin, Treasurer
Manon Bollegraf
Zina Garrison
Kathy Jordan
Martina Navratilova

Candy Reynolds
Elizabeth Smylie
Catherine Suire
Natalia Zvereva
Marvin Koslow, Business Advisor
Loretta McCarthy, Business
Advisor
Gerard Smith, Executive Director
& CEO

PRO-COUNCIL REPRESENTATIVES

Wendy Turnbull, Peachy Kellmeyer, Candy Reynolds, Gerard Smith.
ALTERNATES: Elise Burgin, Ana Leaird.

EXECUTIVE COMMITTEE

Chris Evert, President; Pam Shriver, Vice President; Wendy Turnbull, Secretary; Elise Burgin, Treasurer; Martina Navratilova; Kathy Jordan.

FINANCE/MARKETING COMMITTEE

CHAIRPERSON: Elise Burgin. Kathy Jordan, Candy Reynolds, Marvin Koslow, Loretta McCarthy, Gerard Smith, Greg Pangburn.

HONORARY MEMBERSHIP COMMITTEE

CHAIRPERSON: Wendy Turnbull. Billie Jean King, Helena Sukova, Peachy Kellmeyer.

DRUG TESTING COMMITTEE

CHAIRPERSON: Kathy Jordan. Beverly Bowes, Ann Henricksson, Jill Hetherington, Candy Reynolds, Catherine Suire, Jane Brown, Dr. Fred Frick, Dr. David Martin, Peachy Kellmeyer, Kathleen Stroia, Dana Van Pelt.

GOALS COMMITTEE

CHAIRPERSON: Gerard Smith. Chris Evert, Ann Henricksson, Wendy Turnbull, Catherine Suire.

DEFERRED COMPENSATION COMMITTEE

CHAIRPERSON: Loretta McCarthy. Elise Burgin, Kathy Jordan, Candy Reynolds, Julie Richardson, Marvin Koslow, Greg Pangburn.

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1991 WTA BOARD OF DIRECTORS AND COMMITTEES
(Continued)

INSURANCE COMMITTEE

CHAIRPERSON: Loretta McCarthy. Lea Antonoplis, Zina Garrison, Kathy Jordan, Greg Pangburn.

PLAYER COMMITTEE

CHAIRPERSON: Elizabeth Smylie. Katrina Adams, Lea Antonoplis, Sandy Collins, Mary Joe Fernandez, Amy Frazier, Steffi Graf, Anne Minter, Mercedes Paz, Nathalie Tauziat.

ALTERNATES: Beverly Bowes, Patty Fendick, Zina Garrison, Laura Gildemeister, Gretchen Magers, Martina Navratilova, Pascale Paradis, Catherine Suire, Marianne Werdel.

2041002549

TOURNAMENT REPRESENTATIVES

UNITED STATES

Women's Pro Tennis Tournament Association (WPTTA)

Sports Plus
4801 Massachusettes Avenue NW
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Washington, D.C.
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FAX: 362-7125

Sara Fornaciari - President

EUROPE

George Hendon
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Rake, Liss
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United Kingdom

Telephone: (011)(44)(730) 893970
Telex: 859-500
FAX: (011)(44)(730) 894142

REST OF THE WORLD

Geoffrey Pollard
Tennis Australia
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Richmond South
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Telex: 790-36893
FAX: (011)(61)(3) 650-2743

As of 3/12/91

2041002550

WOMEN'S INTERNATIONAL PROFESSIONAL TENNIS COUNCIL (WIPTC)

100 Park Avenue
2nd Floor
New York, NY 10017
Telephone: (212) 878-2250
Telex: 5106004566
FAX: (212) 599-5190

Anne Person - Managing Director

1991 Members

Robert Cookson (ITF)
Brian Tobin (ITF)
Heinz Grimm (ITF)
Debbie Jevans (ITF)
Peachy Kellmeyer (WTA)
Candy Reynolds (WTA)
Gerard Smith (WTA)
Wendy Turnbull (WTA)
George Hendon (European Tournament Representative)
Jerry Diamond (U.S. Tournament Representative)
Bill Goldstein (U.S. Tournament Representative)
Geoffrey Pollard (Rest of the World Tournament Representative)

Alternates

Virginia Wade (ITF)
Elise Burgin (WTA)
Ana Leaird (WTA)
Jack Butefish (Rest of the World)
Sara Fornaciari (U.S. Tournament)
Gunter Sanders (Europe)

Non-Voting

Leo McCullagh (Virginia Slims)
Ina Broeman (Virginia Slims)
Tom Keim (Kraft General Foods)
Edy McGoldrick (Kraft General Foods)

As of 4/10/91

2041002551

INTERNATIONAL TENNIS FEDERATION (ITF)

Palliser Road
Barons Court
London W14 9EN
United Kingdom

Telephone: (011)(44)(71) 381-8060
Telex: 919253 ITF G and 943119 ITF G
Cable: INTENNIS, LONDON W14
FAX (011)(44)(71) 381-3989

Philippe Chatrier - President
Brian Tobin - Executive Vice President
Debbie Jevans - Director of Women's Tennis

2041002552

TOURNAMENT CONTACTS

2041002553

1993 VIRGINIA SLIMS TOURNAMENTS

As of 10/2/92

<u>Week Of</u>	<u>Tournament</u>	<u>Location</u>	<u>Promoter/Director</u>
February 8-14	VS Chicago (\$375,000)	University of Illinois Chicago-Pavilion 1150 W. Harrison Street Chicago, IL 60680 (312) 413-5770	Mike Savit (T. Director) Jeff Ryan (Dir. of Ops.) Mary Heath (T. Manager) (312) 565-4100 (H) IMG One Prudential Plaza 130 East Randolph Dr., Suite 1821 Chicago, IL 60601 (312) 565-4100 (312) 565-1833 (FAX) 1320 Centre Street, Suite 206 Newton Center, MA 02159 (617) 964-7300 (617) 964-0533 (FAX) Jeff Ryan - Cleveland Office One Erieview Plaza, Suite 1300 Cleveland, OH 44114 (216) 522-1200
March 1-7	VS Florida (\$375,000)	The Polo Club Boca Raton 5400 Champion Blvd. Boca Raton, FL 33496 (407) 997-2002	George Liddy (Promoter) Carrie Cromartie (V.P.) (305) 561-1781 (H) Sharon O'Connor (T. Director) (305) 561-1781 (H) c/o Liddun International 2929 East Commercial Rd., S.610 Ft. Lauderdale, FL 33308 (305) 491-7115 (305) 491-6314 (FAX)
March 22-28	VS Houston (\$375,000)	Westside Tennis Club 1200 Wilcrest Houston, TX 77042 (713) 783-1620	Barbara Perry (T. Director) Martha Claussen (T. Manager) Noel Scott (T. Manager) IMG 10777 Westheimer, Suite 916 Houston, TX 77042 (713) 953-1111 (713) 780-7535 (FAX)

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<u>Week Of</u>	<u>Tournament</u>	<u>Location</u>	<u>Promoter/Director</u>
August 9-15	VS Los Angeles (\$375,000)	Manhattan Country Club 1330 Parkview Avenue Manhattan Beach, CA 90266 (213) 546-5656	Jerry Diamond (Promoter) Jan Diamond (T. Director) (415) 441-1961 (H) Tournaments Ltd. 1388 Sutter Street, Suite 710 San Francisco, CA 94109 (415) 673-2016; (415) 441-1961 (fax) Los Angeles: <i>Glenna Long</i> (213) 546-7753 (213) 546-8538 (FAX)
November 8-14	VS Philadelphia (\$750,000)	Philadelphia Civic Center 34th St. & Civic Ctr. Blvd. Philadelphia, PA 19104 (215) 823-5600	Barbara Perry (Promoter) Martha Claussen (T. Manager) Noel Scott (T. Manager) Carolyn White Beverly Boudreau IMG 1601 Market Street, 15th Floor Philadelphia, PA 19103 (215) 568-4444 (215) 568-4524 (FAX)
November 15-21	VS Championships (\$3,500,000)	Madison Square Garden 4 Penn Plaza New York, NY 10001 (212) 465-6773	Ella Musolino-Alber Bill Goldstein Felice Gritz/Barbara Masters Suzanne Quaintance Sports Etcetera 2 Penn Plaza, Room 1590 New York, NY 10121 (212) 465-6565, 6500 (212) 465-6525 (FAX)

2041002555

**1991 KRAFT GENERAL FOODS WORLD TOUR
TOURNAMENT CONTACTS**

<u>(Dates are Provisional) Tournament Week of</u>	<u>Name of Tournament Location</u>	<u>Contact</u>
November 26 1990	Nivea Cup	Luis Felipe Tavares Koch Tavares Rua Oscar Friere 379 1 and. cj. 11 CEP 01426 Sao Paulo, SP-Brasil 55-11-883-7266 Fax: 55-11-852-8473 Telex: 1121581
\$75,000	Sao Paulo, Brazil	
December 31 1990	Danone Women's Hardcourt Championships	Graeme Plum Australian Sports Marketing 61 Dundas Place Albert Park 3206 Victoria, Australia 61-3-699-1922 Fax: 61-3-699-7879 Telex: 790-152261
\$150,000	Brisbane, Australia	
January 7 1991	New South Wales Open	Barry Masters New South Wales Tennis Ass. 30 Alma Street Paddington, New South Wales 2021 Australia 61-2-331-4144 Fax: 61-2-360-4036 Telex: 790-176129
\$225,000	Sydney, Australia	
January 14	Ford Australian Open	Jim Reid Tennis Australia Private Bag 6060 Richmond South PO 3121 Victoria, Australia 61-3-655-1277 Fax: 61-3-650-2743 Telex: 790-36893
TBA	Melbourne, Australia	
January 28	Toray Pan Pacific Open	Jack D. Butefish Group Dynamics, Inc. 2601 Ocean Park Blvd., #309 Santa Monica, CA 90405 213-452-5056 Fax: 213-452-0309 Telex: 5106012864
\$350,000	Tokyo, Japan	

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<u>(Dates are Provisional) Tournament Week of</u>	<u>Name of Tournament Location</u>	<u>Contact</u>
January 28	Nutri-Metics Int'l Women's Tennis Open	James Haggerty Global Sports and Promotions P.O. Box 39172 Auckland West Auckland 64-9-797-703 Fax: 64-9-734-501
\$100,000	Auckland, New Zealand	
February 4	Tennis Classic	Phil de Picciotto Advantage International 1025 Thomas Jefferson St. Washington, D.C. 20007 202-333-3838 Fax: 202-333-2922
\$150,000	TBA	
February 4	Oslo Open	Jack Hemmestad, Jr. Proman A/S Strandgt. 119B 4300 Sandnes Oslo, Norway 47-4-625109 Fax: 47-4-664032
\$100,000	Oslo, Norway	
February 4	Fernleaf Int'l Women's Tennis Classic	James Haggerty Global Sports & Promotions P.O. Box 39172 Auckland West New Zealand 64-9-797-703 Fax: 64-9-734-501
\$100,000	Wellington, New Zealand	
February 11	Virginia Slims of Chicago	Mike Savit IMG 1320 Centre Street, #206 Newton Center, MA 02159 617-964-7300 Fax: 617-964-0533
\$350,000	Chicago, Illinois	
February 11	Colorado Tennis Classic	Paula Coulter Eventure Sports, LTD. 1150 Estes Street Lakewood, CO 80215 303-238-8827 Fax: 303-238-8980
\$100,000	Denver, Colorado	

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<u>(Dates are Provisional) Tournament Week of</u>	<u>Name of Tournament Location</u>	<u>Contact</u>
February 11	Austrian Ladies Indoors	Peter Michael Reichel Tenniscenter-Sportpromotion KienzlstraBo 13 4600 Wels Austria 07242-63747 Fax: 07242-63747
\$100,000	Linz, Austria	
February 18	Virginia Slims of Oklahoma	Sara Fornaciari Sports Plus 4801 Massachusetts Ave. N.W. #400 Washington, D.C. 20016 202-895-1515 Fax: 202-362-7125
\$150,000	Oklahoma City, OK	
February 25	Virginia Slims of Palm Springs	Barbara Perry Int'l Management Group 22 East 71st Street New York, N.Y. 10021 212-772-8900 Fax: 212-772-2617 Telex: 824141
\$350,000	Palm Springs, California	
February 25	Vankris Open	Bernard Oge 2500 Route De L'Entraide Fort De France, Martinique French West Indies 596-724794 Fax: 596-637818
\$100,000	Martinique, French West Indies	
March 4	Virginia Slims of Florida	George Liddy Liddun International 2929 E. Commercial Blvd. Suite 610 Ft. Lauderdale, FL 33308 305-491-7115 Fax: 305-491-6314
\$500,000	Boca Raton, Florida	
March 15	Lipton Int'l Players Champs	Earl Buchholz/Cliff Buchholz Two Alhambra Plaza Suite 611 Coral Gables, FL 33134 305-446-2200 Fax: 305-446-9080
\$750,000	Key Biscayne, Florida	

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<u>(Dates are Provisional) Tournament Week of</u>	<u>Name of Tournament Location</u>	<u>Contact</u>
March 25	U.S. Women's Hardcourt Championships	Michael J. Burns/JoAnn Cella United States Tennis Assoc. 1212 Avenue of the Americas New York, N.Y. 10036 212-302-3322 Fax: 212-764-1838 Telex: 424499
\$225,000	San Antonio, Texas	
March 25	Light N' Lively Doubles	Ron Erskine Advantage Int'l 1025 Thomas Jefferson St. Washington, D.C. 20007 202-333-3838 Fax: 202-333-2922
\$200,000	Tampa-St. Petersburg, Florida	
April 1	Family Circle Magazine Cup	Dede Patterson Family Circle Magazine 110 Fifth Avenue New York, N.Y. 10011 212-463-1580 Fax: 212-463-1544
\$500,000	Hilton Head Island, South Carolina	
		Jack Jones Jack Jones Enterprises 9777 Wilshire Blvd. Beverly Hills, CA 90212 213-273-2820 Fax: 213-273-0585
April 8	Bausch & Lomb Championships	Robert J. Arrix Capital Sports, Inc. Metro Center One Station Place Stamford, CT 06902 203-353-9900 Fax: 203-327-6005
\$350,000	Amelia Island, Florida	
April 8	Suntory Japan Open Tennis Championships	Sanji Arisawa Suntory Japan Business Office 903 Ichibancho Central Bldg. 22-1 Ichibancho Chiyoda-Ku Tokyo 102 Japan 81-3-262-3821 Fax: 81-3-262-2158 Telex: 2324860 JTA
\$150,000	Tokyo, Japan	
April 15	Virginia Slims of Houston	Barbara Perry IMG 22 East 71st Street New York, NY 10021 212-772-8900 Fax: 212-772-2617
\$350,000	Houston, TX	

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<u>(Dates are Provisional) Tournament Week of</u>	<u>Name of Tournament Location</u>	<u>Contact</u>
April 15	DHL Singapore Women's Open	Phil de Picciotto Advantage International 1025 Thomas Jefferson St. Washington, D.C. 20007 202-333-3838 Fax: 202-333-2922
\$150,000	Republic of Singapore	
April 22	Int'l Championships of Spain	Salvador Vidal Real Federacion Espanola de Tenis c/o Tomas Garcia or Jorge Amilibia Avda. Diagonal, 618 3o.A 08021 Barcelona Spain 34-3-203-7758 Fax: 34-3-204-5010
\$225,000	Barcelona, Spain	
April 29	Citizen Cup 1991	Gunter Sanders DTB Rothenbaum Turnier GMBH Hallerstrasse 89 200 Hamburg 13 Germany 49-40-411780 Fax: 49-40-41178222
\$350,000	Hamburg, Germany	
April 29	Trofeo Ilva	Giancarlo Negri Via Pitagora 102 Taranto, Italy 3-99-4813047 Fax: 3-99-413484
\$100,000	Taranto, Italy	
May 6	Italian Open	Franco Bartoni c/o Italian Tennis Federation Viale Dei Gladiatori 31-00194 Rome Italy 39-6-321-9041 Fax: 39-6-361-4258 Telex: 616384 Tennis I
\$500,000	Rome, Italy	

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<u>(Dates are Provisional) Tournament Week of</u>	<u>Name of Tournament Location</u>	<u>Contact</u>
May 13	Lufthansa Cup 1991	Eberhard Wensky c/o LTTC, "Rot-Weiss" e.V. Gottfried-von-Cramm-Weg 47-55 1000 Berlin 33 Germany 49-30-826-2207 Fax: 49-30-826-5036 Telex: 186507 eurot d
\$500,000	Berlin, Germany	
May 20	Geneva European Open	Christiane Jolissaint SMI Int'l Sports Marketing P.O. Box 49 8437 Zurzach, Switzerland 41-56-493966 Fax: 41-56-493209 Telex: 845-827482 Geneva: 41-22-731-4666 Geneva Fax: 41-22-731-4601
\$150,000	Geneva, Switzerland	
May 20	Internationaux de Strasbourg	Francois Cade Ligue D'Alsace De Tennis Center Sportif de Hautepierre 67200—Strasbourg France 33-88-29-48-00 Fax: 33-88-28-54-70
\$150,000	Strasbourg, France	
May 27	French Open 1991	Patrice Clerc Federation Francaise de Tennis Stade Roland Garros 2 Avenue Gordon Bennett 75016 Paris France 33-1-47-43-4800 Fax: 33-1-47-43-0494 Telex: 842-611871F
TBA	Paris, France	
June 10	The Dow Classic	John Feaver The Lawn Tennis Association Barons Court West Kensington London W14 9EG England 44-71-385-2366 Fax: 44-71-381-5965 Telex: 8956036
\$150,000	Birmingham, England	

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<u>(Dates are Provisional) Tournament Week of</u>	<u>Name of Tournament Location</u>	<u>Contact</u>
June 17	Pilkington Glass Ladies Championships	John Feaver The Lawn Tennis Association Barons Court West Kensington London W14 9EG England 44-71-385-2366 Fax: 44-71-381-5965 Telex: 851-8956036
\$350,000	Eastbourne, England	
June 24	The Championships, Wimbledon	Christopher J. Gorringe The All England Lawn Tennis and Croquet Club Church Road Wimbledon SW19 5AE England 44-81-944-1066 Fax: 44-81-947-3354 Telex: 851-265180 a/bAELTC
TBA	London, England	
July 8	Torneo Internazionale	Oliviero Palma Country Time Club Viale dell'Olimpo, 5 Palermo, Italy 39-91-454886
\$75,000	Palermo, Italy	
July 8	Bastad Ladies	Lennart Larsson Swedish Tennis Association Lidingovagen 75 S-115 37 Stockholm Sweden 46-8-667-9770 Fax: 46-8-664-6606 Telex: 854-12235 Tennis S
\$75,000	Bastad, Sweden	
July 15	Austrian Ladies Open	Dieter Hellmuth Kuchenmeister Tennis Club Kitzbuhel A-6370 Kitzbuhel Gruggaugasse 13 Austria 43-5356-4320 Fax: 43-5356-4430 Telex: 847-51655
\$100,000	Kitzbuhel, Austria	
July 15	San Marino Open	Remo Raimondi San Marino Tennis Fed. P. zza M. Tini, 21-Dogana P.O. Box 2 47031 Rep. of San Marino 39-54-9905739 Fax: 39-54-9908187 Telex: 284-Consmar So
\$75,000	Republic of San Marino	
July 22	Westchester Ladies Cup	Christopher Boyer Match Point Promotions 70 Riverdale Avenue Greenwich, CT 06830 203-532-0400 ext. 24 Fax: 203-532-0460
\$100,000	Westchester, New York	

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<u>(Dates are Provisional) Tournament Week of</u>	<u>Name of Tournament Location</u>	<u>Contact</u>
July 29	Mazda Tennis Classic	Raquel Giscafre/Jane Stratton Promotion Sports, Inc. P.O. Box 2271 Delmar, CA 92014-1571 619-755-4291 Fax: 619-755-8962
\$225,000	San Diego, California	
August 5	Players LTD Challenge Canadian Open	John Beddington Tennis Canada National Tennis Centre 3111 Steeles Avenue West Downsview, Ontario M3J 3H2 Canada 416-665-9777 Fax: 416-665-9017 Telex: 389-6218419
\$500,000	Toronto, Canada	
August 5	Virginia Slims of Albuquerque	Trish Faulkner Triosports Int'l. Inc. 211 Old Meadow Way Palm Beach Gardens, FL 33418 407-626-8217 Fax: 407-626-8217
\$150,000	Albuquerque, New Mexico	
August 12	Virginia Slims of Los Angeles	Jan Diamond/Jerry Diamond Tournaments LTD 1388 Sutter Street Suite 710 San Francisco, CA 94109 415-673-2016 Fax: 415-441-1961
\$350,000	Manhattan Beach, California	
August 19	Virginia Slims of Washington	Josh Ripple ProServ, Inc. 1101 Wilson Blvd. #1800 Arlington, VA 22209 703-276-4230 Fax: 703-276-3090 Telex: 64148
\$350,000	Washington, D.C.	
August 19	OTB Open	Nitty Singh OTB Tennis 510 Smith Street Schenectady, NY 12305 518-393-0440 (H) 518-370-5151 (W) Fax: 518-370-5460
\$100,000	Schenectady, New York	

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<u>(Dates are Provisional) Tournament Week of</u>	<u>Name of Tournament Location</u>	<u>Contact</u>
August 26	U.S. Open	M. Marshall Happer, III United States Tennis Assoc. 1212 Avenue of the Americas New York, N.Y. 10036 212-302-3322 Fax: 212-764-1838 Telex: 424499
TBA	New York, New York	
September 9	Athens Women's Open	Konstantinos Vranas Hellenic Tennis Federation 89 Patission Str. 104 34 Athens, Greece 30-1-8815-804/8814-917 Fax: 30-1-3603-611 Telex: 863-222415 EFOAGR
\$75,000	Athens, Greece	
September 16	Nichirei International Ladies Championships	Hidekazu Kobayashi Dentsu Inc. 1-11 Tsukiji, Chou-ku Tokyo 104 Japan 81-3-544-6243 Fax: 81-3-545-6346 Telex: DENTSU
\$350,000	Tokyo, Japan	
September 16	Grand Prix Feminin Du Racing Club De France	M. Schaff, President Racing Club de France 5 Rue Eble 75007 Paris, France 33-1-45675586 Fax: 33-1-4273-0410 Telex: 206845
\$150,000	Paris, France	
September 23	Open Whirlpool-Ville De Bayonne	M. Pierre Claverie Cote Basque Country Club Tennis des Pontots, Les Pontots 64100 Bayonne France 33-59-522255 Fax: 33-59-639902
\$150,000	Bayonne, France	

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<u>(Dates are Provisional) Tournament Week of</u>	<u>Name of Tournament Location</u>	<u>Contact</u>
September 23	Moscow Women's Open	Alexander Naumko Sovintersport 121069 Moscow
\$100,000	Moscow, USSR	Bjlshey Rzhevskiy per, 5 USSR 7-095-291-6926 Fax: 7-095-290-6497 Telex: 411578
September 30	International Women's Cup	Cino Marchese Int'l Sport Management Corso Italia 49 20122 Milan Italy
\$225,000	Milan, Italy	39-2-837-9851 Fax: 39-2-836-0201
September 30	Volkswagen-Damen- Grand-Prix	Ivan Radosevic SCI Sports Consulting Int'l. Buro Deutschland Amtsstr. 6 6700 Ludwigshafen Germany
\$225,000	Leipzig, Germany	49-621-52-30-44 Fax: 49-621-52-16-11
October 7	BMW European Indoors	Dr. Jurg Kallay SMI, Int'l. Sport Management PO Box 49 8437 Zuzach Switzerland
\$350,000	Zurich, Switzerland	41-56-493966 Fax: 41-56-493209 Telex: 845-827482
October 14	Porsche Tennis Grand Prix	Dieter Fischer Tennisclub TSH Filderstadt Sportzentrum Plattenhardt 7024 Filderstadt 4 Germany
\$350,000	Filderstadt, Germany	49-711-775151 Fax: 49-711-776690

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<u>(Dates are Provisional) Tournament Week of</u>	<u>Name of Tournament Location</u>	<u>Contact</u>
October 21	Midland Bank Championships	George Hendon George Hendon Assoc. Ltd. Dale Place Rake, Liss Hampshire England GU33 7JF 44-730-893970 Fax: 44-730-894142 Telex: 851-859500 T/038
\$350,000	Brighton, England	
October 21	Puerto Rico Open	Jose Rafael Coss Box 223345 U.P.R. Rio Piedras, P.R. 00931 809-725-6095 Fax: 809-724-8991
\$150,000	San Juan, Puerto Rico	
October 28	Arizona Classic	Trish Faulkner Triosports Int'l. Inc. 211 Old Meadow Way Palm Beach Gardens, FL 33418 407-626-8217 Fax: 407-626-8217
\$150,000	Phoenix, Arizona	
November 4	Virginia Slims of California	Mr. Erik Van Dillen IMG 177 Bovet Road, Suite #210 San Mateo, CA 94402 415/571-1242 Fax: 415/571-7236
\$350,000	Oakland, California	
November 4	Virginia Slims of Nashville	Sandy Towers Int'l. Sports Management 5101 Maryland Way Brentwood, TN 37027 615/373-5120 Fax: 615/373-5110
\$150,000	Nashville, Tennessee	
November 11	Virginia Slims of Philadelphia	Barbara Perry IMG 22 East 71st Street New York, NY 10021 212-772-8900 Fax: 212-772-2617
\$350,000	Philadelphia, Pennsylvania	

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<u>(Dates are Provisional) Tournament Week of</u>	<u>Name of Tournament Location</u>	<u>Contact</u>
November 11	JELL-O Tennis Classic	Barbara Wynne
\$150,000	Indianapolis, Indiana	510 Forest Blvd. Indianapolis, IN 46240 317-251-9608 Fax: 317-574-3509
November 18	Virginia Slims Championships	Ella Musolino-Alber
\$1,000,000	New York, New York	Sports Etcetera, Inc. 2 Pennsylvania Plaza New York, NY 10001 212-465-6565 Fax: 212-465-6525
July 22	Federation Cup by NEC	Int'l. Tennis Federation
	Nottingham, England	Palliser Road Barons Court London, England W14 9EN 44-71-381-8060 Fax: 44-71-381-3989 Telex: 851-493119 ITFG 851-919253 ITFG

2041002567

PUBLICATION INVOLVEMENT

2041002568

PUBLICATION INVOLVEMENT

Media Guide

- . Provide financial support.
- . Submit two ads: Brand, inside back cover; Calendar, inside front cover.
- . Submit two pages of editorial.
- . Submit pertinent information to identify Virginia Slims key personnel.
- . Timeline: *Request art and keyline (A&K) for inside cover ads from agency by 9/15.
*All information and art due to WTA 11/1, except editorial which is due one week after the Championships.

Rules & Regulations

- . Kraft General Foods representative (also representing Virginia Slims) sits on a sub-committee of the WIPTC to draft and produce the Rules and Regulations.
- . Comments due to KGF representative throughout year.

Inside Women's Tennis

- . Provide financial support.
- . Year-round editorial contributions by Virginia Slims personnel.
- . Provide advertising for back cover (4 issues) and inside 2/3 page (8 issues).
- . Ensure statistical page credit for Virginia Slims Rankings.
- . Ensure front page credit for Virginia Slims Championships.

WTA Tournament Program

- . Provide financial support via WTA.
- . Provide front cover art (named events only).
- . Provide two-pages of editorial (one page at non-named events).
*Virginia Slims to request prime editorial location.
- . Provide one page of advertising.
*Virginia Slims to request prime advertising location.
- . Provide back cover brand advertising (named events only).
- . Additional program editorial is inserted in July.
- . All program editorials must be reviewed by Virginia Slims.
- . All program photographs are provided by VS Official Photographer.
- . General Timeline: (All dates are in preceding year).
*Request cover art and ads from agency 10/15.
*Cover art and ads due 12/1.
*Editorial due 12/1 and 6/1 (concurrent year).
- . Championships Timeline: (All dates in concurrent year.)
*Manager, Virginia Slims Tennis gives creative direction to Agency at least one year in advance.
*Cover art, editorial and brand ad due 8/1.

2041002569

PROMOTER CONTRACT
VIRGINIA SLIMS
NAMED EVENTS

2041002570

PROMOTER CONTRACT
PRODUCTION AND COMPLIANCE TIMELINE
NAMED EVENTS

CONTRACT PRODUCTION

- . Seven (7) months prior to the event, Manager, Virginia Slims Tennis, updates contract information (sample contract attached).
- . Manager, Virginia Slims Tennis, contacts Legal Department for production of a new contract, if required.
- . The contract is returned from Legal Department for proof-reading.
- . Philip Morris sends two originals of the contract to the promoter for their signature.
- . Promoter signs both copies and returns them both to Manager, Virginia Slims Tennis.
- . Manager, Virginia Slims Tennis, prepares Contract Approval Request (see sample attached) and routes contract with Contract Approval Request for approvals and signature.
- . Manager, Virginia Slims Tennis, sends one executed original to promoter, one executed original to Director, Event Marketing, and sends executed copies to Legal; Accounting; Group Manager, Event Marketing; Manager, Operations and retains one copy.
- . No later than December 15, Manager, Virginia Slims Tennis, prepares following year's contract payment vouchers for advertising contribution and prize money (see Internal Procedures).

COMPLIANCE

One Hundred Twenty (120) Days in Advance

- . Promoter sends Manager, Virginia Slims Tennis, Media Plan for approval. Within fifteen (15) business days, Manager must notify promoter if Media Plan has been approved.
- . Promoter to submit to Manager, Virginia Slims Tennis, all tentative promotions and activities planned for tournament.
- . Promoter sends Coordinator, Operations, menu of material requests.
- . Promoter submits to Manager, Virginia Slims Tennis, a "Features of Facility" diagram for approval.

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PROMOTER CONTRACT
PRODUCTION AND COMPLIANCE TIMELINE
NAMED EVENTS
(Continued)

One Hundred Twenty (120) Days in Advance (continued)

- . Promoter submits to Coordinator, Operations, local information to be included (overprinted) on POS materials.

Forty Five (45) Days in Advance

- . Coordinator, Operations, checks with promoter to make sure all materials have been received from various fulfillment houses.
- . Promoter submits to Manager, Virginia Slims Tennis, an updated "Features of Facility" diagram for approval.

Thirty (30) Days in Advance

- . Promoter sends Manager, Virginia Slims Tennis, copy of the Certificate of Insurance naming Philip Morris Incorporated as additional insured.

Seven (7) Days in Advance

- . 80% of prize money is wired to the promoter by Manager, Virginia Slims Tennis.
- . Balance of 20% of prize money is given to Manager, Operations, who turns it over to promoter following singles final, if all contractual obligations have been fulfilled and if all tear sheets have been received.

2041002572

SAMPLE PROMOTER CONTRACT

WOMENS PRO TENNIS TOURNAMENT ASSOCIATION
KRAFT GENERAL FOODS WORLD TOUR
VIRGINIA SLIMS PROMOTER AGREEMENT

AGREEMENT dated as of _____, 19__, by and between Triosports International, Inc. ("Promoter"), with executive offices at 475 Glenridge Road, Key Biscayne, Florida 33149, and Philip Morris Incorporated, a Virginia corporation with principal executive offices at 120 Park Avenue, New York, New York 10017 ("PM").

W I T N E S S E T H:

WHEREAS, Kraft General Foods Corporation ("Kraft General Foods"), The Women's International Professional Tennis Council (the "WIPTC"), The Women's International Tennis Association ("the WITA"), the International Tennis Federation ("the ITF"), the Womens Pro Tennis Tournament Association ("the WPTTA") and certain Tournament representatives have heretofore entered into the Kraft General Foods World Tour Agreement for the 1990 through 1994 Sponsorship Period, dated November 4, 1988, as amended (the "Kraft General Foods Agreement"), pursuant to which Kraft General Foods has agreed to sponsor the Kraft General Foods World Tour (the "Tour") in return for, among other things, certain commercial identification for its brands; and

WHEREAS, PM, Kraft General Foods, the WIPTC, the WITA, the ITF, the WPTTA and such representatives have heretofore entered into the Virginia Slims Agreement for the 1990 through 1994

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Sponsorship Period, dated November 4, 1988, as amended (the "Virginia Slims Agreement" and, together with the Kraft General Foods Agreement, the "Agreements"), pursuant to which PM has agreed to sponsor the Virginia Slims Championships, the Virginia Slims Rankings, designated Series Events and the Virginia Slims Bonus Pool/Incentive Payout in return for, among other things, certain commercial identification for its "Virginia Slims" brand of cigarettes; and

WHEREAS, Promoter is engaged, among other things, in the promotion of a tennis tournament in Nashville, Tennessee, and has experience and expertise in the creation, development, promotion, staging, supervision, operation and commercial presentation of such events; and

WHEREAS, Promoter has entered into a tournament letter agreement with the WITA (the "WITA Tournament Letter Agreement") relating to procedures for the promotion of a women's professional tennis tournament consisting of a singles and doubles championship; and

WHEREAS, Promoter recognizes and acknowledges its responsibilities under the Agreements and that the tennis tournament covered by this Agreement and the WITA Tournament Letter Agreement is to be a Virginia Slims Named Event on the Tour;

NOW, THEREFORE, in consideration of the promises and the terms and conditions hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

THE TOURNAMENT AND THE FACILITY

SECTION 1.1. General. Promoter shall promote, finance, provide prize money for and conduct a women's professional tennis tournament (the "Tournament") at _____, a facility in _____ (the "Facility") during the period _____, 19___. Promoter shall provide such services as are customarily performed by a professional producer of a professional tennis tournament or as are otherwise reasonably required by PM in connection with the Tournament, including without limitation, all matters related to the creation, development, promotion (to the extent set forth herein) and operation of the Tournament. Without limiting the generality of the foregoing, Promoter shall be responsible for the following: planning, developing and executing a plan of production for the Tournament, supervising and conducting the day-to-day operations at the Facility, to the extent set forth herein arranging for promotion and publicity for the Tournament, and cooperating and working with PM on all matters relating to the foregoing. Promoter shall obtain all releases, clearances and other documents necessary for the performance of its duties hereunder,

including, but not limited to, its duties in organizing the Tournament. The Tournament shall be conducted in accordance with the terms of this Agreement and with the terms of the WITA Tournament Letter Agreement, except where such terms conflict with this Agreement, in which case the terms of this Agreement shall be controlling. It is of the essence of this Agreement to PM that the Tournament be presented in a first-class professional manner, as determined by PM.

SECTION 1.2. Tournament Name. The name of the Tournament shall be "Virginia Slims of Nashville" (the "Tournament Name"). Promoter shall use the Tournament Name only as provided in this Agreement.

SECTION 1.3. Tournament Personnel. Promoter shall provide all personnel necessary to conduct the Tournament (except the tennis players), including official umpires, linespersons, and ballpersons and adequate personnel to frame and mount banners and similar materials.

SECTION 1.4. The Players. The players in the Tournament are to be provided by the WITA. PM assumes no responsibility whatsoever for the participation of any player in the Tournament, whether or not she has committed herself to participate, or for any fines levied, by the WITA or otherwise, against any of the players participating in the Tournament, or in any other aspect.

SECTION 1.5. Scheduling and On-Court Activity. All scheduling of the matches at the Tournament shall be arranged and coordinated between the WITA Tour Director and Promoter consistent with the commercial objectives of PM. The WITA Tour Director and Promoter shall work together to ensure that the scheduling of matches does not have an adverse effect on attendance at the Tournament. No on-court activity, including activity on the practice courts, shall be permitted during the period of the Tournament without the prior approval of the WITA Tour Director, Promoter and the Designated Virginia Slims Representative. Requests for on-court activity shall not be considered unless received in a timely manner and, in no event, less than ten business days prior to the commencement of the Tournament. Promoter shall ensure that matches shall not be scheduled in such a manner that the scheduling results in a negative impact on PM's sponsorship or on commercial identification for PM's "Virginia Slims" brand of cigarettes. In the event of a dispute regarding sponsorship or other on-court activity, the Designated Virginia Slims Representative shall be the final arbiter.

SECTION 1.6. Features of the Facility. (a) The Promoter shall ensure that the Facility is a top-quality, first-class tennis facility suitable in every respect for conducting a world class women's professional tennis tournament, including, without

limitation, adequate security throughout the entire facility; sufficient lighting for night play, all courts in excellent condition and adequate practice courts at or near the Facility; a railing around center court where banners can be displayed; tents with walls, electrical outlets and climate control devices, if required by PM, locker rooms and a players' lounge, staffed by an attendant, that are clean, adequately stocked with food and beverages for the duration of match play, towels, television and VCR, comfortable and adequate for the players and conveniently located; and a professional press room and interview room as described in Section 5.2. Promoter shall also provide a centrally located and convenient business office, to be shared with Kraft General Foods equipped with a suitable number of chairs, tables and desks and at least two (2) phone jacks to be shared with Kraft General Foods. The business office shall be made available to PM for its use provided that PM shall provide any telephones, telefax machines and other equipment, supplies and decoration. Promoter shall also provide to PM use of an area for a hospitality suite on site, which PM shall be permitted to use for one night or day session during Tournament play, such session to be chosen by PM in its sole discretion; provided, however, that PM agrees to provide notice to Promoter at least sixty (60) days prior to the session it has elected to use the hospitality suite that it desires to use the hospitality suite for such session. To ensure that PM has use of the hospitality

suite for the session of its choice, Promoter agrees, until PM has indicated to Promoter the session for which it elects to use the suite, to offer PM a right of first opportunity with respect to the use of the hospitality suite prior to granting any other party the right to use such suite for any session. All parts of the Facility shall be suitably equipped with electrical outlets, and all indoor portions of the Facility, including without limitation, the press room, the locker rooms, the players' lounge, the business office and the hospitality suite, shall be equipped with comfortable climate control, and Promoter shall be responsible for providing, at its sole cost and expense, normal lighting and electricity for all parts of the Facility.

(b) Promoter shall provide PM with satisfactory written evidence 30 days prior to commencement of the Tournament that all services required under this paragraph have been obtained or contracted for. All features of the Facility shall be subject to inspection by the Designated Virginia Slims Representative for compliance with this Agreement and must be in operation by the morning of the commencement of Tournament play, and shall be reasonably satisfactory to the Designated Virginia Slims Representative (and, with respect to the locker rooms and the players' lounge, to the Virginia Slims Representative and the WITA) in all respects. Promoter shall bear the cost of any changes or improvements necessary to prepare the Facility to satisfy its obligations under this paragraph.

ARTICLE II

PRIZE MONEY

SECTION 2.1 Prize Money. (a) PM shall contribute 80% of the total prize money (the "Prize Money") for the Tournament which shall be paid only to the players on the terms set out in this Agreement (the "PM Commitment"), the balance to be provided by Promoter (the "Promoter Commitment"). The amount of the PM Commitment shall be \$120,000. Any monies provided by a local sponsor (the "Presenter") in accordance with the terms of this Agreement shall be paid to Promoter. Promoter may not increase or decrease the Prize Money without prior written approval of PM.

(b) PM shall pay 80% of the PM Commitment seven days prior to the commencement of the Tournament, but only if Promoter is in compliance with the terms of this Agreement on such date. Such amount shall be transmitted by PM by wire transfer to:

Promoter's Bank: _____
Account Number: _____
Account Title: _____
Bank A.B.A. No.: _____

to be held by such bank until disbursed as provided herein.

(c) PM shall pay 20% of the PM Commitment at the conclusion of the final session of the Tournament, provided that (i) PM has received documentation, including, without limitation, tearsheets confirming that any amounts described in Section 3.1(c) have been disbursed in accordance with such Section; and (ii) Promoter has

complied with the terms of this Agreement to the satisfaction of the Designated Virginia Slims Representative.

SECTION 2.2 Default Money. If bad weather, or any other condition occurring after the start of play renders the whole or partial conduct of the Tournament impractical or impossible, Promoter may retain unawarded Prize Money.

SECTION 2.3. Awards Ceremony. All Prize Money shall be awarded by checks in a form satisfactory to PM. PM shall have the right to make public presentation of Prize Money to the winners of the singles and doubles final at the Tournament and may, at its discretion, make any other presentation it deems desirable. The Presenter shall have the right to make the public presentation of Prize Money to runners-up at the Tournament. In all cases, PM reserves the right to determine and approve the format, content and timing of all presentation ceremonies and shall consult with Promoter prior to the awards ceremony to determine who will be on the court and what will be said. A PM representative shall conduct the final singles and doubles awards ceremony and shall introduce the appropriate speakers. In addition to rights granted to Presenters to present additional awards, trophies or prizes pursuant to Section 3.9(d), Promoter may permit other sponsors to present additional awards, trophies, or prizes, but only after PM's presentation of Prize Money to the singles or doubles winners and only with PM's prior approval of format, content and timing.

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SECTION 2.4. Recordkeeping and Accounting. Promoter shall keep accurate books and records of account with respect to the Tournament and the Media Plan. PM and its agents shall have the right to audit Promoter's books and records relating to the Media Plan for the purpose of determining the accuracy of such books and records.

ARTICLE III

COMMERCIAL IDENTIFICATION

SECTION 3.1. Approval of Promotional Activities. (a) All print advertising, promotion and publicity regarding or relating to the Tournament shall be subject to the prior written approval of PM, including, without limitation, all commercial identification at "center court", "courtside", the "precincts of center court" and "remainder of Facility", as such terms are defined and illustrated in Exhibit A hereto, all space on the front or back of admission tickets, official notices, printed matter, press releases, announcements, public address announcements, program covers, posters, display material and advertising brochures. PM shall have the right to disapprove any promotional activity if PM determines, in its reasonable discretion, that the commercial identification or reputation of PM or any of its products may be adversely affected thereby. PM may implement a print, outdoor, and/or point-of-sale advertising campaign on a national and/or local basis prior to and during the

Tournament. All advertising provided by PM to Promoter shall not be altered in any way by Promoter.

(b) Promoter shall provide to PM, not less than 120 days prior to the commencement of the Tournament, a detailed description of the Facility and a detailed media plan (the "Media Plan"), including blueprints or other drafts of all printed matter, and shall advise PM of all proposed promotional, print advertising and other activities relating to the Tournament sufficiently in advance to afford PM the opportunity to review such materials and activities (and in no event less than 10 days prior to the commencement of the Tournament). PM agrees to respond in writing within 10 days of receipt of materials or notice of proposed activities and, upon PM's failure to so respond, Promoter may consider the material or activity approved. No material or activity shall be approved if PM determines, in its reasonable discretion, that such material or activity would adversely affect the commercial identification or reputation of PM or any of its products. If PM disagrees with any aspect of the Media Plan, PM shall so notify Promoter, and Promoter shall not finalize any such aspect of this Media Plan without PM's prior consent.

(c) Upon approval of the Media Plan by PM, PM shall pay to Promoter an amount specified in, or subject to the terms and conditions of, a separate agreement to be used by Promoter to

implement the Media Plan with respect to PM advertising (the "Advertising Payment"), as more specifically set forth in Exhibit C.

(d) PM agrees to use its best efforts to ensure that the relative overall promotional support to Promoter shall not be less than the overall promotional support provided to Promoter by PM in 1989, providing that there has been no material change in the character or geographic location of the Tournament.

(e) Any alteration by Promoter of PM-provided advertising, or failure by Promoter to place advertising as directed by PM, may result in penalties hereunder.

SECTION 3.2. Furnishing of Promotional Materials. After receipt of the Media Plan, PM shall provide promotional materials to Promoter for use in connection with the Tournament, which may include linesmen's chairs, banners, decals, posters, counter cards, stationery, concession umbrellas, linesmen platforms, flags and other materials. In order for PM to provide the materials which require overprinting on a timely basis, Promoter agrees to furnish all necessary local information to PM at least 120 days prior to the start of the Tournament. PM agrees to provide finished promotional materials to Promoter no less than 45 days following receipt by PM of all written local information and presenter logos from Promoter. PM agrees to give Promoter at

least six months prior notice if it intends to cease supplying prior to the Tournament materials it has been supplying to the tournaments in the Tour. If PM ceases supplying such materials, Promoter is under no obligation to supply them. None of the materials furnished by PM may be altered by Promoter or added to without the prior written approval of PM. The quantities of materials to be made available to Promoter shall be determined by PM after consultation with the Promoter. No promotional items or other material may be sold or given away without PM's prior approval. Virginia Slims stationery may not be used by Promoter for personal letters or other business ventures.

SECTION 3.3. Center Court and Courtside. Except as provided in this paragraph and subject to Section 3.1, PM has the sole right, at its expense, to center court and courtside identification, including, without limitation, banners, umpire's chair signage, posters, and linesmen's chairs. Promoter shall frame and store such items. Such items shall be stored at Promoter's sole expense, but PM shall be responsible for the cost of framing such items. Promoter shall supply adequate personnel to ensure proper care of and security for all center court and courtside identification and Promoter shall replace at its own expense any such identification that is lost, destroyed or damaged so that in PM's reasonable discretion it reflects negatively on PM's sponsorship. There shall be no other center court or courtside identification except as follows:

(a) A sporting goods company may have an on-court ball conditioner, and there may be an on-court drink thermos provided by a beverage manufacturer, but such beverage manufacturer may not be a manufacturer of any low-calorie drinks or wine coolers if the right of first opportunity described in Exhibit B has been exercised. Promoter shall use its best efforts to encourage the use of Virginia Slims colors in selecting such items.

(b) The Presenter may have one large banner (3' x 15') or two small banners (3' x 12') on center court, and two 3' x 3' Presenter logo banners, one at each end-court. PM shall have the right to furnish finished matching banner material to Promoter for overprinting as provided in Section 3.2 or Promoter will make best efforts to have Presenter banners in compatible colors. The placement of these banners is subject to approval by the Designated Virginia Slims Representative.

(c) The Presenter's name, in conjunction with the Tournament Name, may appear on T-shirts for ballpersons in accordance with Section 4.5 and as specified in Section 3.8(c).

(d) Two signs or banners stating that the Tournament is a Kraft General Foods World Tour or, upon approval from the Promoter, affording commercial identification to a brand name of Kraft General Foods shall be placed on center court prominently visible to the public, at least one of which shall be on the side

of the court where the players sit and both of which shall be, to the maximum extent feasible, unobstructed. Each such sign or banner shall measure three feet high by seven feet long.

SECTION 3.4. Precincts of Center Court. Except as provided in this paragraph and subject to Section 3.1, Virginia Slims has the sole right to identification in the precincts of center court. There will be no other identification in the precincts of center court except as follows:

(a) There may be up to eight banners, none of which may be larger than 3' x 7', affording commercial identification to up to eight different sponsors. Six of the eight banners shall be displayed for a one-week time period. The remaining two banners shall be displayed on a rotating basis according to the Corporate Day/Night sponsor responsible for the day's activities. Virginia Slims acknowledges that Promoter and the WPTTA have the right to contract for identification in regard to these banners. The placement and content of such banners is subject to approval by the Designated Virginia Slims Representative. Promoter shall use its best efforts to use Virginia Slims colors with respect to the banners.

(b) A Corporate Day/Night sponsor may have banners as provided in Sections 3.4(a) and 3.8(e)(ii).

SECTION 3.5. Remainder of Facility. PM has the right of first choice of any location for identification in the remainder of the Facility subject to permanent nondiscretionary Facility restrictions. Promoter may contract for or permit any other identification of any kind in the remainder of the Facility only with the prior approval of PM. PM acknowledges that Promoter utilizes varying permanent advertising devices at the Facility including scoreboard signs, message board statements, concession stand advertising dioramas and similar devices. Notwithstanding anything herein to the contrary, PM acknowledges and agrees that Promoter shall have the right to continue using such advertising during the Tournament except within the precincts of center court.

SECTION 3.6. Use of Tournament Name. The Tournament Name must be used clearly and prominently in all Promoter-produced admission tickets, official notices, printed matter, press releases, announcements, public address announcements, program covers, posters, display material, advertising brochures and other materials used for publicizing the Tournament, and all such materials shall contain the Virginia Slims logo as close as practicable to the Tournament Name.

SECTION 3.7. Security. Promoter shall be responsible for and shall provide necessary security for the Facility generally and for all materials affording Virginia Slims commercial

identification and Promoter shall provide all necessary security for all players, personnel and equipment. Promoter shall not move or allow to be moved any such materials without the consent of the Designated Virginia Slims Representative.

SECTION 3.8. Sponsorship and Presenter Agreements.

Promoter recognizes that the essence of this Agreement is the commercial identification afforded to Virginia Slims, and Promoter expressly agrees to use its best efforts to maintain a presentable, uncluttered and orderly commercial environment with respect to all printed materials on center court, courtside, the precincts of center court and the remainder of Facility, particularly with respect to the Exhibition area. Promoter shall not enter into any oral or written agreements regarding sponsorship or Presenters not contemplated by this Section without the prior written consent of PM. The following rules shall govern the commercial identification afforded to other organizations at the Tournament:

(a) Promoter will offer PM or any of its affiliates the first opportunity to enter into a Presenter or sponsorship agreement with respect to low-calorie drinks or wine coolers in accordance with Exhibit B hereto.

(b) PM shall have the right to disapprove any Presenter or other sponsor (including a Corporate Day/Night sponsor or charity) if PM determines, in its reasonable discretion, that the participation of such Presenter or sponsor would adversely affect the commercial identification or reputation of PM or any of its products covered by the Series Agreement. No Presenter or sponsor (including a Corporate Day/Night sponsor or a charity) shall be (i) a manufacturer of cigarettes or other tobacco products, beer, coffee products or cereal products or of chocolate, sugar candy or gum sharing a trademark with coffee products or cereal products, or cheese or salad dressings, (ii) if the right of first opportunity described in Exhibit B has been exercised, a manufacturer of any low-calorie drinks or wine coolers, or (iii) a manufacturer of products that appeal to or are directed at persons under 21 years old.

(c) In furtherance of PM's rights under Section 3.1 and 3.8, Promoter shall advise PM in writing of the name and address of the proposed sponsor or Presenter, including a complete list of its products and the expected identification at the Tournament. Only one sponsor may act as a Presenter. An approved Presenter may refer to the Tournament either as:

(i) "Virginia Slims of ABC, presented by the XYZ Company"; or

(ii) "XYZ Company presents Virginia Slims of ABC." The type size of the Presenter's name may not be larger visually than 50% of

the type size of the Tournament, except that on the back of ballpersons' T-shirts it may be up to 60% of the type size of the Tournament Name which shall also appear on the back of the ballpersons' T-shirts.

(d) An approved Presenter may have banners on center court and at end-court in accordance with Section 3.3(b). No promotional materials of the Presenter or any other third party shall be permitted in the Facility during the Tournament without the prior written approval of PM. The Presenter's name shall appear in advertisements for the Tournament and, at Promoter's request received at least 120 days' prior to the commencement of the Tournament, PM shall include the Presenter's name in advertisements relating to the Tournament. The Presenter shall also have the right to make a public presentation of an award at the Tournament at a session other than the final session subject to the approval of PM, such approval not be unreasonably withheld.

(e) Any Corporate Day/Night sponsorship shall adhere to the following conditions:

(i) A Corporate Day/Night may be held at all sessions of the Tournament except for the final session.

(ii) Subject to Section 3.4, on its Corporate Day/Night only, a Corporate Day/Night sponsor shall be allowed to have one banner not larger than 3' x 7' in a hallway or the entranceway of the Facility and up to two courtside banners not larger than 3' x 12'. In no event shall banners by a Corporate Day/Night sponsor be permitted on center court.

(iii) On its Corporate Day/Night only, a Corporate Day/Night sponsor may merchandise through display and presentation.

(iv) If a Corporate Day/Night sponsor wishes to implement a promotion program, the program must promote the Tournament Name. This program must be reviewed by the Promoter and approved by PM.

(f) There may be no presentations on court by any sponsor, including Corporate Day/Night sponsors, unless they are directly related to women's tennis or the Tournament and have been approved in advance by PM.

(g) PM shall have the right to approve any legitimate charity that Promoter may choose. Promoter shall provide PM with all details of any promotional aspects concerning the charity for prior approval by PM. The type size used to identify the charity shall not be larger than 25% of the type size of the Tournament Name, and the placement of such identification and all materials

of the charity mentioning the Tournament shall require the advance written approval of PM.

SECTION 3.9. Designated Representatives. PM shall have the right to have its representatives, including, without limitation, public relations representatives, present at all times before and during the conduct of the Tournament. PM shall identify a person as the Designated Virginia Slims Representative for the Tournament to ensure that the Tournament is conducted pursuant to the terms of this Agreement and shall also identify a person as its Media Representative for the Tournament. The Designated Virginia Slims Representative shall be the final arbiter of any dispute regarding sponsorship or commercial identification. Promoter agrees to cooperate fully with PM's representatives and to assist the Designated Virginia Slims Representative in ensuring compliance with this Agreement.

ARTICLE IV

OTHER PROMOTIONAL MATTERS

SECTION 4.1. Complimentary Tickets and Badges. (a) PM shall be provided six contiguous boxes (twenty-four seats) front row, courtside and in prime unobstructed viewing position, at the Facility, without charge, for each match in the Tournament. Promoter shall also make available to PM without charge 50 reserved tickets for each match of the Tournament, in prime

unobstructed viewing position better, or at least commensurate with, the viewing position afforded to the upper-price ticket range or to the better seats in the mid-price range, provided, however, that such tickets shall be used to entertain employees or guests of PM or for other bona fide personnel or promotional purposes. PM shall not sell any of these complimentary tickets and agrees that it shall return to Promoter any tickets that are not to be used for its own purposes. PM shall have the right to purchase, for similar purposes, up to 150 tickets for any and all sessions at a 50% discount. PM shall give Promoter notice at least 21 days prior to the commencement of the Tournament of its estimated requirements for complimentary and discount tickets. PM and Promoter agree to cooperate with each other on additional ticket programs.

(b) Complimentary badges for the Tournament shall be provided by PM for working staff, as well as VIP guests, including the on-site PM representatives and the Virginia Slims public relations staff.

(c) Only Penn brand tennis balls shall be used at the Tournament.

SECTION 4.2. Tickets; Ticket Sales. Where reasonably feasible, PM shall have the right to require that its commercial logo also be on the tickets and, in any event, shall have the

right to require that its logo be on the tickets if the Presenter is identified on the tickets. PM shall not be responsible for the sale of tickets to the Tournament.

SECTION 4.3. Concessions and Complimentary Products. PM has the sole right to approve commercial use of any items bearing the Virginia Slims name, the names Virginia Slims Tennis, Virginia Slims Women's Tennis or any name chosen by Virginia Slims and the Tournament Name and logotype which approval shall not be unreasonably withheld. PM shall make available, at cost, promotional items that Promoter shall sell at the Tournament, which shall be sold at a booth and under circumstances subject to PM's approval such approval not to be unreasonably withheld by PM. Returns of unsold Virginia Slims promotional items in saleable condition shall be accepted within 30 days of the conclusion of the Tournament if such items are sorted, counted, catalogued and returned according to the instructions of a PM-selected fulfillment house. Promoter shall bear all costs of returning such items. PM may, at its option, provide gratis products of the Miller Brewing Company and Kraft General Foods for locker room, players' lounge, press room and PM hospitality suite for consumption by press, players and guests in such quantities as PM considers appropriate in its sole discretion. If Promoter intends to purchase products for use or consumption at the Tournament that are of the type produced by Kraft General

Foods, Promoter will purchase such products from Kraft General Foods or shall offer to Kraft General Foods a right of first refusal with respect to products that are of a type produced by Kraft General Foods. If Kraft General Foods fails to exercise such right of first refusal within 30 days of its receipt from Promoter of the terms and conditions of the agreement pursuant to which Promoter intends to obtain such products from any third party, Promoter may consummate its agreement with such third party on substantially the same terms and conditions as those provided to Kraft General Foods pursuant to this paragraph. If another company offers to supply such products gratis, Promoter shall first offer to PM the same opportunity to provide such products gratis, and Promoter may accept the offer of the other company only if PM determines not to supply gratis products. Promoter further agrees to employ its best efforts to use Kraft General Foods products in and around the Tournament area.

SECTION 4.4. Sampling. PM may distribute complimentary samples of tobacco products or other promotional materials at and around the Facility during the Tournament, unless prohibited by local law. Promoter represents that if at present the Facility has no regulations limiting the distribution of such samples it shall use its best efforts to ensure that such regulations are not enacted. Promoter further agrees that it shall not enter into any further agreement with any facility, including the

Facility, unless such agreement contains a representation that the facility shall allow sampling for the duration of such agreement. Promoter understands that PM's option to distribute complimentary samples of tobacco products or other promotional materials during the Tournament is a primary objective of this Agreement and agrees to use its best efforts to ensure that such sampling can take place and to ensure that no facility, including the Facility, takes any action to limit or eliminate such option.

SECTION 4.5 T-Shirts. The ballpersons at the Tournament shall wear Virginia Slims T-shirts provided by PM. Subject to PM's approval, the Presenter's name may appear only on the back of such T-shirts, in conjunction with the Tournament Name, and in type size no larger than 60% of the type size of the Tournament Name, subject to PM's approval. Such T-Shirts may not be altered in any way. No T-shirts other than those provided by PM may be used or displayed at the Tournament without the approval of PM. Virginia Slims T-shirts may be sold by Promoter only with prior approval from PM as provided in Section 4.3.

SECTION 4.6 Promotion of Other Professional Tournaments. Promoter agrees that it will not, during the Tour of which the Tournament is a part, promote any other tennis tournament event, including exhibitions, that is inconsistent with the rules and regulations of the WIPTC or that will have a negative impact on the Virginia Slims sponsorship.

ARTICLE V
PRESS MATTERS

SECTION 5.1. Publicity. PM agrees to provide Tournament results to the local and national news media and issue press releases as it deems appropriate. PM shall be in charge of, and shall coordinate through the Virginia Slims Media Representative, all publicity concerning the Tournament, the players and other events in the Tour. PM will employ a public relations affiliate for Promoter's city, mutually acceptable to PM and Promoter (the "Press Affiliate"), to assist in these matters. The Press Affiliate shall be paid by and shall be responsible to PM, but Promoter may advise it of the Tournament's publicity and promotional needs, and PM shall instruct the Press Affiliate to be responsive to such needs.

SECTION 5.2. Press Room, Interview Room and Materials. The press room shall comply with Section 1.6 and shall be, in PM's opinion, of sufficient size and appearance and suitability located, as befitting a women's professional tennis tournament. The press room shall be professionally equipped with a suitable number of chairs, tables, desks, and at least eight phone jacks, provided that PM shall provide any telephones, telefax machines and other equipment, supplies and decoration. All phone usage costs shall be paid by PM. The press room shall be used exclusively as an area for the professional working press, unless

otherwise agreed by PM. Promoter shall also provide a separate interview room or, if such a separate interview room is not feasible, an interview area that shall be professionally equipped with chairs and tables sufficient to conduct interviews and separated from the press room by dividers. Press material may not be used for any other event or purpose and may not be sold. PM shall supply the press room with its products and those of its affiliates. The Promoter shall be responsible for and shall provide necessary security and climate control for the press room and the interview room.

SECTION 5.3. Press Credentials and Tickets. All press badges shall be designed, provided, and distributed solely by PM or the designated Press Affiliate. Promoter agrees to supply complimentary press tickets and parking spaces sufficient in number to permit adequate press coverage of the Tournament, in a mutually agreed-upon area, for all PM-approved press in attendance.

ARTICLE VI

TERM OF AGREEMENT; TERMINATION

SECTION 6.1 Term of Agreement and Renewal. Subject to Exhibit D, the term of this Agreement is for two years, and shall encompass one tournament for the 1990 Sponsorship Year and one tournament for the following Sponsorship Year. The first tournament shall occur on the dates contemplated in Section 1.1. The second tournament shall take place within the second Sponsorship year at substantially the same time of the year, and for approximately the same period of time, as the first tournament, all as contemplated by Section 3(c) of the Virginia Slims Agreement. PM shall have the option to renew this Agreement for two additional years for similar tournaments to be conducted at substantially the same time of the year, and for approximately the same period of time, as the second tournament, all as contemplated by Section 3(c) of the Virginia Slims Agreement. PM shall exercise its option to renew by written notice given within 60 days after the conclusion of the second tournament. Promoter shall have the right to secure other sponsorship if PM fails to give written notice within 60 days after the conclusion of the second tournament. Promoter shall advise PM in writing within 30 days of receipt of notice of renewal whether it is agreeable to such renewal, if offered.

SECTION 6.2. Termination of Promoter. PM may terminate this Agreement upon written notice if Promoter fails to provide the Promoter Commitment or fails to perform any other obligation required to be performed by it hereunder.

SECTION 6.3. Force Majeure. Force Majeure, acts of God, or other causes beyond the control of either party necessitating the cancellation of the Tournament, including, without limitation, the enactment or proposed approved enactment of any legislation, regulation, ordinance or ruling whatsoever, or the rendering of any judgment, or the taking of or determination to take other judicial, governmental or regulatory action that, in the judgment of PM, makes or will make the promotion of tobacco products unlawful or impracticable or materially reduces the value of this Agreement to PM, shall not subject either party hereto to any liability hereunder. Notwithstanding the foregoing, in the event of the enactment or proposed approved enactment of any legislation, regulation, ordinance or ruling whatsoever, or the rendering of any judgment or the taking of or determination to take other judicial governmental or regulatory action (in each case, an "Action") that, in the judgment of PM, makes or will make the promotion of tobacco products unlawful or impracticable or materially reduces the value of this Agreement to PM, PM shall remain liable for the PM Commitment for 12 calendar months from the date PM notifies Promoter of such Action

or from the date such Action becomes effective, whichever is earlier. During the period for which PM remains liable, Promoter shall use its best efforts to provide a replacement sponsor. For all other force majeure events, Promoter shall repay the PM Commitment to PM, subject to Section 2.2, if such amount has already been paid to Promoter.

ARTICLE VII
MISCELLANEOUS

SECTION 7.1. Indemnification by Promoter. Promoter shall save and hold PM harmless from and against any and all losses, damages, liabilities, claims (whether founded or unfounded), expenses (including attorneys' fees), demands, suits, or judgments, including, but not limited to, any personal injury or property damage, arising from or relating to the Promoter's performance or non-performance of any provision of this Agreement, the conduct of the Tournament, or any activity conducted at or in conjunction with the Tournament. PM shall save and hold Promoter harmless from and against any and all losses, damages, liabilities, claims (whether founded or unfounded), expenses (including attorneys' fees), demands suits or judgments arising from actions, taken by PM or its agents or employees, including the Virginia Slims Designated Representative under this Agreement. Each party shall notify the other of any action described above that comes to its attention. PM shall be given

the opportunity to participate, at its expense, in the defense of any action described above or may, at its option, take over and control the defense of any such action but may not, in the latter case, settle such action without Promoter's consent.

SECTION 7.2. Compliance with Governing Law. Promoter shall comply with all Federal, state and local laws, regulations and ordinances affecting the Facility and the conduct of the Tournament therein. Without limiting the generality of the foregoing, Promoter acknowledges that it is cognizant of the provisions of Title 15, Section 1331 et. seq., of the United State Code.

SECTION 7.3. Insurance. Promoter shall be responsible for obtaining and paying for comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury liability (including personal liability) and property damage liability covering its activities with regard to the Tournament. At least one month prior to the commencement of the Tournament, Promoter shall deliver to PM a certificate of such insurance showing Philip Morris Incorporated and its subsidiaries and affiliates as a named insured and providing that such insurance is not cancellable except upon 30 days' prior written notice to PM.

SECTION 7.4. Independent Contractor. Promoter is and shall at all times remain an independent contractor. Nothing herein shall be construed to make Promoter an agent or employee of PM or to make them joint venturers. Promoter shall have no authority to enter into contracts on behalf of PM.

SECTION 7.5. Virginia Slims Trademarks. Promoter recognizes and acknowledges that the VIRGINIA SLIMS name and the designs, emblems, slogans and insignia and logotype of the Virginia Slims brand and the Tour have great value and goodwill and are the sole property of PM, and Promoter agrees that it has and will claim no right, title or interest in the same or the use thereof, except the right to use them pursuant to the terms and conditions of this Agreement. Promoter agrees that in the event of a breach of this Section, the injury to PM would be irreparable, and that injunctive relief is appropriate, without limitation as to other damages or remedies that might be allowed by law.

SECTION 7.6. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other, provided that PM may assign this Agreement to any of its affiliates without the consent of Promoter.

SECTION 7.7. Notices. Any notices from one party to the other relating to this Agreement shall be deemed duly given if hand delivered or sent by United States certified mail, return receipt requested, postage fully paid, to the other at the address set out at the beginning of the Agreement or to such other address as may have been designated by notice duly given hereunder. All notices to PM shall be to the attention of: Director, Event Promotions with a copy to the General Counsel, Philip Morris USA.

SECTION 7.8. Complete Agreement. This Agreement, including the Exhibits hereto, which are hereby incorporated herein by reference as if fully set forth herein, is the complete agreement between the parties, supersedes any prior oral or written agreement and may not be amended except by a duly executed writing. Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Virginia Slims Agreement.

SECTION 7.9. Governing Law. This Agreement shall be governed by the laws of the State of New York, including all matters of construction, validity and performance, but without regard to conflicts of laws provisions of New York law.

SECTION 7.10. Headings. The headings of this Agreement are for convenience only and are not to be construed as part of this Agreement.

SECTION 7.11. Waiver. A waiver by Promoter or PM of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a general waiver of such terms or conditions or of any subsequent breach thereof.

SECTION 7.12. Severability. All provisions of this Agreement are severable. If any provision or portion thereof is determined to be unenforceable, the rest of the Agreement shall remain in effect; provided, however, that the general purposes of this Agreement are still reasonably capable of being effected.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute this Agreement as of the day and date first stated above.

TRIOSPORTS INTERNATIONAL, INC.

PHILIP MORRIS INCORPORATED

By: _____

By: _____

Title: _____

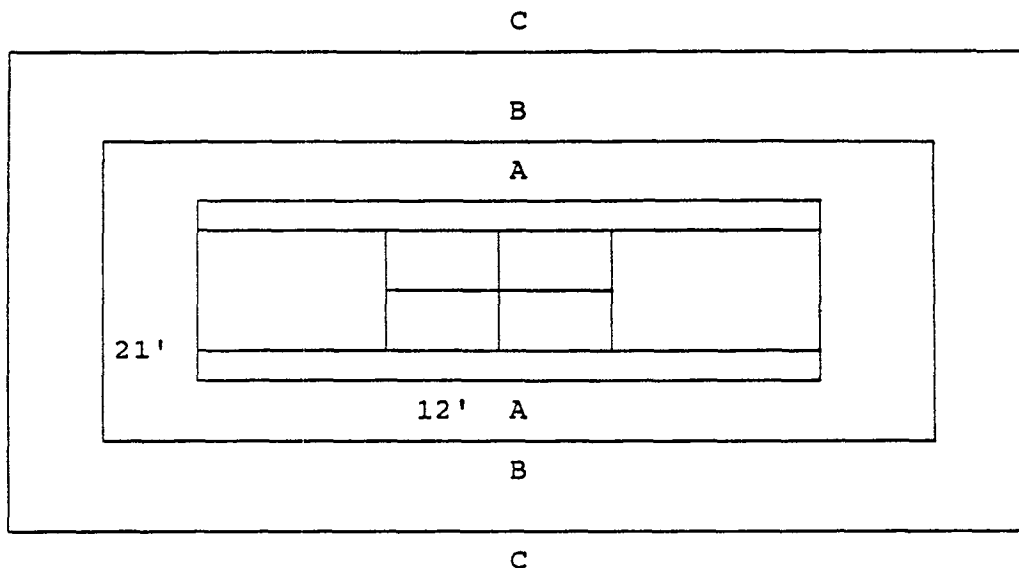
Title: _____

BC:PMNASHVLAG

EXHIBIT A

For purposes of this Agreement, the following terms shall have the following meanings and refer to the areas indicated on the diagram.

- A. "The Precincts of Center Court" The area immediately on or surrounding the tennis court.
- B. "Courtside Area" The area not directly adjacent to, but visible from, Center Court by the majority of the spectators.
- C. "Remainder of the Facility" All other areas of the facility that are not visible from Center Court seats.



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RIGHT OF FIRST OPPORTUNITY

PM or any affiliate thereof will have the first opportunity to sponsor any low-calorie drinks or wine coolers at the Tournament by making an offer to Promoter. If such offer is rejected and a competing sponsor is sought, Promoter must notify PM or such affiliate of the competing sponsor's offer and give PM or such affiliate the opportunity to sponsor such products at the competing sponsor's price if such price is less than 75% of the price of the offer originally made. In determining the price of any offer, the value of the total consideration (cash and non-cash) to the party receiving the same will be taken into account. PM will have 10 days from the date of written notice to exercise its right specified above. Failure by PM to exercise such right within such period shall be deemed a rejection.

EXHIBIT C

PROMOTER'S RESPONSIBILITY FOR MEDIA PLAN

[To be revised per each Tournament]

EXHIBIT D

TERM OF AGREEMENT AND RENEWAL

Section 6.1 is hereby modified to provide that the term of this Agreement is ____ years.

ADDITIONAL TERMS AND CONDITIONS

The following sets forth additional Terms and Conditions of this Agreement. Failure to comply with any such Terms and Conditions shall be considered a material breach of this Agreement and shall subject such party to all penalties and liabilities set forth in this Agreement.

VIRGINIA SLIMS PROMOTER CONTRACTS

PROJECTS: Virginia Slims Tennis Tournaments
(individual listing attached)

RESPONSIBILITY: Deane Weissman
Manager, Virginia Slims Tennis

Ina Broeman
Group Manager, Marketing Promotions

OVERVIEW: The promoter contracts are signed at
different times throughout the year;
therefore, this form will serve to summarize
all the contracts.

Project Description:

All the individual promoter contracts are identical in form. The only variables are:

1. Promoter Name
2. Tournament Names and Dates
3. Prize Money Amount
4. Philip Morris Advertising Contribution

The basic contract outlines our agreement with the individual promoters. Primary issues addressed include:

- ° Prize money and controls over this payment (Article II)
- ° Virginia Slims rights to commercial identification (Article III)
- ° PM family exclusivity (Sections 3.8.6; 4.3 and Exhibit B)
- ° Facility features (Section 1.6)
- ° Sampling rights (Section 4.4)
- ° PM advertising contribution and requirements (Exhibit C)

Financial Elements:

See Attachment I, which is a listing of the twelve Virginia Slims "named-events." Included are: promoters name, prize money allocation, PM advertising contribution. The changes from 1989 to 1990 are noted on Attachment II.

The payment terms for the prize money are:

- ° 80% paid seven days before the tournament
- ° 20% paid at conclusion of tournament after proof of compliance and review of tearsheets for tournament advertising.

Budget Implications:

The total 1990 budget for Virginia Slims Tennis is \$13.3 million. The prize money and advertising payments covered by the attached contracts total \$3.78 million, which are included in the approved budget.

Competitive Bid:

Promoter contracts are not competitively bid. The promoters are the exclusive providers of these services.

Approvals

D. Weissman
I. Broeman
L. McCullagh
E. Merlo
D. Dangoor
H. Jones HL
F. Newman
E. Houminer

Accounting
Budgets

2041002614

ATTACHMENT I
VIRGINIA SLIMS TENNIS 1991

<u>TOURNAMENT</u>	<u>DATE</u>	<u>PROMOTER</u>	PHILIP MORRIS CONTRIBUTION PRIZE MONEY	PHILIP MORRIS ADVERTISING CONTRIBUTION
VS of Chicago	February 11-17	International Merchandising Corp. (IMG)	\$ 280,000	\$ 110,000
VS of Oklahoma	February 18-24	Sports Plus	120,000	25,000
VS of Palm Springs	February 5-March 4	International Merchandising Corp. (IMG)	280,000	110,000
VS of Florida	March 4-10	Liddun International	400,000	115,000
VS of Houston	April 15-21	International Merchandising Corp. (IMG)	280,000	85,000
VS of Newport	July 18-21	International Tennis Hall of Fame	280,000	TBD
VS of Albuquerque	August 5-11	Triosports International Inc.	120,000	25,000
VS of Los Angeles	August 12-18	Tournaments Ltd.	280,000	120,000
VS of Washington	August 19-25	ProServ	280,000	100,000
VS of California	November 4-10	International Merchandising Corp. (IMG)	280,000	110,000
VS of Nashville	November 4-10	International Sports Management	120,000	25,000
VS of Philadelphia	November 11-17	International Merchandising Corp. (IMG)	280,000	120,000

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VIRGINIA SLIMS TENNIS 1990 vs. 1991

	<u>PM</u> <u>Advertising</u> <u>Contribution</u>	<u>1990</u> <u>PM</u> <u>Prize Money</u> <u>Contribution</u>	<u>Event</u> <u>Prize Money</u>	<u>PM</u> <u>Advertising</u> <u>Contribution</u>	<u>1991</u> <u>PM</u> <u>Prize Money</u> <u>Contribution</u>	<u>Event</u> <u>Prize Money</u>
VS of Chicago	\$170,000	\$400,000	\$500,000	\$110,000	\$280,000	\$350,000
VS of Washington	100,000	280,000	350,000	100,000	280,000	350,000
VS of Oklahoma	25,000	120,000	150,000	25,000	120,000	150,000
VS of Palm Springs	90,000	280,000	350,000	110,000	280,000	350,000
VS of Florida	85,000	280,000	350,000	115,000	400,000	500,000
VS of Houston	85,000	180,000	225,000	85,000	280,000	350,000
VS of Newport	30,000	180,000	225,000	TED	280,000	TED
VS of Albuquerque	25,000	120,000	150,000	25,000	120,000	150,000
VS of Los Angeles	120,000	280,000	350,000	120,000	280,000	350,000
VS of California	110,000	280,000	350,000	110,000	280,000	350,000
VS of Nashville	25,000	120,000	150,000	25,000	120,000	150,000
VS of Philadelphia	115,000	280,000	350,000	120,000	280,000	350,000
VS Championships	<u>735,000</u>	<u>900,000</u>	1,000,000	<u>800,000</u>	<u>900,000</u>	1,000,000
	\$1,715,000	\$3,700,000		\$1,745,000	\$3,900,000	

2041002616



PHILIP MORRIS

U.S.A.

120 PARK AVENUE, NEW YORK, N.Y. 10017 TELEPHONE (212) 880-5000

February 25, 1991

Trish Faulkner
Virginia Slims of Albuquerque
4575 San Mateo
Albuquerque, NM 87109

Dear Trish:

The time has come to begin planning for the 1991 Virginia Slims of Albuquerque. This "Master Letter" includes information which is vital to you, as well as attachments which you will return to me with your important tournament information. Please retain this letter for reference in preparation for your tournament.

Contract

Please make a special effort to study your Promoter Contract; many questions and most problems will be avoided if you familiarize yourself and your staff with its terms.

POS Materials

In an effort to ensure timely delivery of your POS materials, we have put together a production timeline for your tournament. Please note that the schedule reflects real time; i.e., the actual time it takes to produce an item from receipt of accurate information to shipment. Holding your request pending final sponsors will delay production.

We will print the posters and counter-cards in their final version. The front panels of the three-panel ticket brochure and spectator drawsheet are pre-printed and sent to you for overprinting. You should have the copy and artwork for the inside panels of the ticket brochure, the back quarter panel of the spectator drawsheet and the inside grid prepared locally for overprinting. **NOTE:** Your proposed copy and artwork must be sent to my attention for approval prior to being printed.

Attached are timelines and request forms for these materials. Request forms should be neatly printed or typed and returned to me according to the schedule.

2041002617

Trish Faulkner
February 25, 1991
Page 2.

Advertising

Attached are the guidelines for newspaper and magazine advertising as well as an Ad Slick Request Form. The request form should be returned to my attention. It takes five working days to produce and ship the ads.

Your Media Plan must be approved before any ads are shipped, a process which takes a minimum of two weeks. The plan is to consist only of ads provided by us in the sizes shown on Attachment V. If extra charges are incurred because of rush requests and overtime you will be billed for them.

Programs

Per the contract negotiated by WPTTA, WTA and ProServ, a generic Virginia Slims program cover is produced with a national wrap section. We will supply you with a mechanical specific to your tournament. You are responsible for overprinting from the mechanical onto the generic cover. The colors shown on our mechanical are the only acceptable colors to use.

On-Site Materials

Please fill out the enclosed Materials Request Form and return it to my attention at least sixty (60) days prior to your tournament.

According to Attachment I, you are to store certain materials from one year to the next. **NOTE:** It is imperative that you check these materials at least 60 days prior to your tournament in order to enable us to ship replacements in time. You will be billed for any and all shipping and handling charges incurred due to late or rush orders.

Tips for storage:

- o Banners should never be stored framed. They should be neatly folded or rolled and stored in a box in a cool, dry storage space. You will be liable for replacement of banners that were improperly stored.
- o Chairs can be collapsed for easy storage. (Please check your chair frames for damage and wear and inform me if replacements are needed.)

2041002618

Trish Faulkner
February 25, 1991
Page 3.

Pro Shop

The Virginia Slims Pro Shop materials consist of selected items with Virginia Slims Tennis identification that will be sent to you several weeks before your event. You will also receive a Pro Shop Booth which is delivered to the arena and is easily set up for display.

A merchandise order form will be sent to you 60 days prior to your event. The order process takes approximately one month from the time you mail back your completed order form to me to the time the items arrive at your tournament.

You can order the items on a consignment basis; that is, you will only pay for what is sold during the tournament week. Any unsold merchandise must be returned in saleable condition to Kankakee within one month of the tournament along with a form indicating the breakdown of unsold items by size and quantity.

Virginia Slims will pay for the delivery of the concession items to your tournament, but any freight costs to return merchandise are the responsibility of the tournament. Please note that C.O.D. items will not be accepted.

The Virginia Slims Pro Shop concession booth is delivered to your tournament site on your requested date and will be picked up or shipped to another location immediately following the tournament.

The booth will be delivered to you prepaid. The truck driver should not ask you for payment of any kind. If you run into any problems, just call us immediately and we can speak to the driver directly if necessary. After the tournament is over, repack the contents carefully and ship the booth per our instructions.

NOTE: Any damage to the Pro Shop booth will be charged to your tournament. Note any damage before the start of the tournament and point it out to our on-site representative; any other damage to the booth will be your responsibility.

PM Sales Force

The PM Sales Force places POS material for the tournament at retail. A supply of posters and counter-cards is sent directly to the local Sales Force for placement. All ticket brochures are sent directly to you for overprinting. You are then to give a quantity to the Sales Force. I will give you the name of the PM Sales Force contact approximately three months prior to your tournament.

2041002619

Trish Faulkner
February 25, 1991
Page 4.

As a helpful hint, may I suggest taking some time to work closely with the Sales Force. The more they feel part of the event, the harder they will work to provide maximum visibility.

Debra Miller, Coordinator, Trade Relations, will be contacting you in order to arrange customer hospitality during the semifinals or finals. This is a brunch or cocktail party at which key PM customers are entertained.

NOTE: Information on Philip Morris hospitality should be communicated to the WTA for inclusion on the Fact Sheet.

Charity

According to Attachment V, your designated charity appears in all ROP and on your program cover and spectator drawsheet. It is imperative that we approve your charity before POS and Ad Slick requests are submitted.

I hope that the information included in this "Master Letter" is helpful to you in organizing for Virginia Slims of Albuquerque. If you have any questions, please don't hesitate to call me at (212) 878-2883.

We're all looking forward to working with you to ensure the success of Virginia Slims of Albuquerque.

Sincerely,

Nancy Zimbalist
Operations Coordinator
Virginia Slims Tennis

Attachments

cc: Deane Weissman
Ina Broeman

2041002620

A T T A C H M E N T S

- I. Tournament Materials
- II. Materials Order Form
- III. P.O.S. Materials
- IV. P.O.S. Materials Order Form
- V. R.O.P. Guidelines
- VI. Ad Slick Request Form
- VII. Media Schedule Format
- VIII. Timeline
- IX. Contract Information
- X. Advertising Guidelines

2041002621

ATTACHMENT I
TOURNAMENT MATERIALS

NAMED EVENTS

5	Black & white logo sheets
3	Color logo sheets
4,000	8-1/2" x 11" letterhead
2,000	Second sheets
6,000	#10 Envelopes
500	10" x 13" envelopes
50	Ceramic ashtrays
1,000	Cold cups
1,000	Hot cups
*16	Player's and lineperson's chairs
*16	Chair seats & backs
*4	3' x 7' V.S. Tennis banners
*2	3' x 3' blank banners
*1	Ginny logo-only banner - 3' x 3'
*6/8	Event named banners 3' x 20' or 3' x 25'
500	Towels
120	Ball person T-shirts
144	Volunteers T-shirts
1 kit	Information signs (w/arrows)
1 set	Operations credentials
TBD	Lanyards/clips
*2	Scoreboards, name/number/alpha sets
1	Pro Shop concession booth
TBD	Pro Shop concession items
400	Box seat signs
6	Concession umbrellas (to be returned to Virginia Slims)
up to 10	Flags (as requested)
200	10" x 13" Tyvek Envelopes (w/PM return address)
500	Press Kit Folders
1	Decal Kit (50 decals per kit)
25	Mini-decal Sheets

*Promoter stores each year - order only if needed.

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ATTACHMENT II

1991

TOURNAMENT MATERIALS REQUEST FORM

Virginia Slims of

Description	Gratis Quantity	+ Requested Quantity	Total Quantity Requested	Due Date
Logo Sheets: B/W	5	/No charge		
Logo Sheets: Color	5	/\$10/Each		
Letterhead: 8.5"x11"	4,000	/\$72/1,000		
Second Sheets:	2,000	/\$30/1,000		
#10 Envelopes:	6,000	/\$66/1,000		
Envelopes: (10 x 13)	500	/\$100/1,000		
Tyvek Envs. (10 x 13) (w/PM return address)	200	/\$35/10		
Press Kit Covers:	500	N/A		
Ceramic Ashtrays: Hospitality Room	50	/\$65/25		
Cold Cups: Hospitality Room/ On-Court/ Players' Lounge	1,000	/\$120/1,000		
Hot Cups: Hospitality Room/ On-Court/ Players' Lounge	1,000	/\$35/1,000		

2041002623

<u>Description</u>	<u>Gratis</u> <u>Quantity</u>	+	<u>Quantity</u> <u>Requested</u>	<u>Total</u> <u>Quantity</u> = <u>Requested</u>	<u>Due Date</u>
--------------------	----------------------------------	---	-------------------------------------	---	-----------------

Players' and Linesmens Chairs: (or seats and backs only)	16		<u>/\$55/ea.</u>	<u> </u>	<u> </u>
--	----	--	------------------	-------------------	-------------------

(Please check current inventory before ordering)

<u>Banners:</u>					
3' x 20'	6		N/A	<u> </u>	<u> </u>
or					
3' x 25'	6		N/A	<u> </u>	<u> </u>
3' x 7'	4		N/A	<u> </u>	<u> </u>
3' x 3' (Material only - Promoter Screens presenter logo)	2		N/A	<u> </u>	<u> </u>
3' x 3' (Logo only)	1		N/A	<u> </u>	<u> </u>

(Please check current inventory before ordering)

<u>Towels:</u> (On-court for Main Draw only)	480		<u>/\$36/dz</u>	<u> </u>	<u> </u>
--	-----	--	-----------------	-------------------	-------------------

<u>Ball Person T-Shirts:</u>	120		<u>/\$32/dz</u>	<u> </u>	<u> </u>
------------------------------	-----	--	-----------------	-------------------	-------------------

Note: Shipped in dozens Medium
 Large
 X-Large
 TOTAL

<u>Volunteers T-Shirts:</u>	up to 144		<u>/\$40/dz</u>	<u> </u>	<u> </u>
-----------------------------	-----------	--	-----------------	-------------------	-------------------

Note: Shipped in dozens Medium
 Large
 X-Large
 TOTAL

2041002624

<u>Description</u>	<u>Gratis</u> <u>Quantity</u>	+	<u>Quantity</u> <u>Requested</u>	<u>Total</u> <u>Quantity</u> = <u>Requested</u>	<u>Due Date</u>
<u>Information Signage Kit:</u>	1 Kit		N/A	1 Kit	_____
Ball Person	1				
Interview Room	2				
Locker Room					
(Players Only)	1				
Massage Therapist	1				
Players Lounge	1				
Media Center	2				
Tournament Office	1				
Umpires	1				
Virginia Slims Office	1				
Kraft General Foods Office	1				
WTA Office	1				
WTA Trainer	1				
Reception	3				
Logo only (blanks)	30				
Official Car	10				
Exit	4				
Will Call	2				
Volunteers	1				
Daily Sales	2				
Advance Sales	2				
Tickets	2				
Transportation	<u>5</u>				
Total Signage Kit:	75				
(15 stick-on arrows included)					
<hr/>					
<u>Decal Kit:</u>	1 kit				
(50 sheets per kit)			/\$185/each	_____	_____
<u>Mini Decal Sheets:</u>	25				
			/\$1.50/each	_____	_____
<hr/>					
<u>Credentials:</u>	1 set		N/A	<u>1 set</u>	_____
Ball Person	125				
Vendor	50				
Player	125				
Player Guest	125				
Special Guest	75				
Staff	75				
Umpire	75				
VIP	75				
Presenter	30				
Official	75				
Usher	100				
Volunteer	200				

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<u>Description</u>	<u>Gratis</u> <u>Quantity</u>	+	<u>Quantity</u> <u>Requested</u>	<u>Total</u> <u>Quantity</u> = <u>Requested</u>	<u>Due Date</u>
<u>Box Seat Signs</u>	400		N/A	_____	_____
<u>Scoreboard/Name 6'x4'</u> <u>Number/Alpha Sets:</u>	2		(Outdoor events)	_____	_____
			/\$755/ea.	_____	_____
<u>*Concession Umbrellas</u>	6		N/A	_____	_____
<u>Flags</u>	up to 10		N/A	_____	_____
<u>Golf Umbrellas:</u>	6		/\$12/each	_____	_____

* Concession umbrellas not returned within 10 days following tournament will be billed to promoter at a cost of \$100 each.

ITEMS SHIPPED AUTOMATICALLY

<u>Description</u>	<u>Gratis</u> <u>Quantity</u>	+	<u>Quantity</u> <u>Requested</u>	<u>Total</u> <u>Quantity</u> = <u>Requested</u>	<u>Due Date</u>
<u>Pro Shop</u> <u>Concession Booth:</u>	1		N/A	1	_____

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1991 MATERIALS SHIPPING INSTRUCTIONS

Items to Be Shipped:

Arena Address:

Items to Be Shipped:

Printer's Address:

Items to Be Shipped:

Office Address:

Items to Be Shipped:

Additional Address:

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ATTACHMENT III

VIRGINIA SLIMS P.O.S. MATERIALS - TENNIS

Below is a guideline for preparing P.O.S. materials for Virginia Slims named events.

<u>ITEM</u>	<u>RETAIL POSTER</u>	<u>COUNTER</u>		<u>PROGRAM COVER</u>	<u>SPECTATOR DRAWSHEET</u>
		<u>COUNTER CARD</u>	<u>CARD BROCHURE</u>		
Presenter	x	x	x	x	x
Tournament Name	x	x	x	x	x
Tournament Dates	x	x	x	x	x
Location	x	x	x	x	x
Top 4 Players	NO	NO	NO	NO	NO
Telephone No.	x	x	x	NO	NO
Participating Sponsors	NO	NO	x	NO	x
Charities	NO	NO	NO	x	x

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ATTACHMENT IV

PRINTED P.O.S. MATERIAL ORDER FORM
VIRGINIA SLIMS OF _____

Tournament Name: _____

Presenter: _____
(Provide repro quality b/w logo slick)

Circle One: Presents Presented By

Tournament Date: _____

Location: _____

Ticket Telephone Number(s): _____

Charity: _____
(PM approval required)

Participating
Sponsors:

1. _____
2. _____
3. _____
4. _____

2041002629

Material Quantities:

Poster
(Promoter's Use = 1,000 maximum)
(Sales Force = 750) + 750
TOTAL:

3 Panel Brochure
(Promoter's Use = 75,000 maximum)
(Sales Force = 37,500) + 37,500
TOTAL:

Counter Card
(Promoter's Use = 500 maximum)
(Sales Force = 750) + 750
TOTAL:

Spectator Drawsheet
(Promoter's Use = 35,000 maximum)
TOTAL: _____

One Panel Brochure
(Promoter's Use - in place of three
panel = 75,000 maximum) TOTAL: _____

Programs: ProServ will contact you regarding your order.

Shipping Instructions:

Poster to: _____

Due: _____

Counter card to: _____

Due: _____

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Brochure to:

Due: _____

Drawsheet to:

Due: _____

Program Cover to:

Due: _____

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ATTACHMENT V

VIRGINIA SLIMS R.O.P. - TENNIS

Below is a guideline for preparing R.O.P. for Virginia Slims named events.

SAU SIZES

<u>ITEM</u>	<u>4 x 7</u>	<u>5 x 7</u>	<u>3x10.5</u>	<u>6x10.5</u>	Full Pg Tab	7 x 10 Mag
Presenter	x	x	x	x	x	x
Tournament Name	x	x	x	x	x	x
Tournament Dates	x	x	x	x	x	x
Location	x	x	x	x	x	x
Top 4 Players	x	x	x	x	x	x
Telephone No.	x	x	x	x	x	x
Participating Sponsors	x	x	x	x	x	x
Charities	x	x	x	x	x	x

2041002632

ATTACHMENT VI

AD SLICK REQUEST FORM

1991 Virginia Slims of _____

Presenter: _____
(include repro quality b/w logo)

Circle one: Presents Presented by

Dates: _____

Location: _____

Ticket Telephone Number(s): _____

Participating
Sponsors: 1. _____
 2. _____
 3. _____
 4. _____

Top Four
Players Names: 1. _____
(in order of 2. _____
seeding) 3. _____
 4. _____

Charity: _____
(PM approval required)

2041002633

ROP SAU sizes and due dates:

Size:	<u>4x7</u>	<u>5x7</u>	<u>3x10.5</u>	<u>6x10.5</u>	Full-pg <u>Tabloid</u>	7x10 <u>Magazine</u>
Quantity:	___	___	___	___	___	___
Due Date:	___	___	___	___	___	___

Shipping Instructions:

Advertising Check

Payable to:

(name and address)

Advertising Media

Schedule Budget:

(Virginia Slims Contribution)

Attach Media Schedule

2041002634

ATTACHMENT VII

MEDIA SCHEDULE FORMAT

<u>DATE</u>	<u>PUBLICATION</u>	<u>CLOSING DATE</u>	<u>SIZE</u>	<u>COST</u>
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TOTAL:

2041002635

ATTACHMENT VIII

EVENT: VIRGINIA SLIMS OF CHICAGO FEBRUARY 11-17

<u>Item</u>	<u>Presenter Information</u>	<u>Overlays</u>	<u>In Field</u>	<u>POS #</u>
Poster	10/15	10/29	12/3	56016
Counter Card	10/15	10/29	12/3	56017
Brochure	10/15	10/29	12/3	56018
Spectator Drawsheet	10/15	10/29		56019
Program Cover	10/15	10/29		56020

Ad schedule from Promoter due: November 19

Jumbo Check 56076

2041002636

ATTACHMENT VIII

EVENT: VIRGINIA SLIMS OF OKLAHOMA FEBRUARY 18-24

<u>Item</u>	<u>Presenter Information</u>	<u>Overlays</u>	<u>In Field</u>	<u>POS #</u>
Poster	10/15	10/29	12/3	56021
Counter Card	10/15	10/29	12/3	56022
Brochure	10/15	10/29	12/3	56023
Spectator Drawsheet	10/15	10/29		56024
Program Cover	10/15	10/29		56025

Ad schedule from Promoter due: November 26

Jumbo Check				56077
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2041002637

ATTACHMENT VIII

EVENT: VIRGINIA SLIMS OF PALM SPRINGS FEBRUARY 25-MARCH 3

<u>Item</u>	<u>Presenter Information</u>	<u>Overlays</u>	<u>In Field</u>	<u>POS #</u>
Poster	10/15	10/29	12/3	56026
Counter Card	10/15	10/29	12/3	56027
Brochure	10/15	10/29	12/3	56028
Spectator Drawsheet	10/15	10/29		56029
Program Cover	10/15	10/29		56030

Ad schedule from Promoter due: December 3

Jumbo Check 56078

2041002638

ATTACHMENT VIII

EVENT: VIRGINIA SLIMS OF FLORIDA MARCH 4-10

<u>Item</u>	<u>Presenter Information</u>	<u>Overlays</u>	<u>In Field</u>	<u>POS #</u>
Poster	11/5	11/19	1/7	56031
Counter Card	11/5	11/19	1/7	56032
Brochure	11/5	11/19	1/7	56033
Spectator Drawsheet	11/5	11/19		56034
Program Cover	11/5	11/19		56035

Ad schedule from Promoter due: December 10

Jumbo Check 56079

2041002639

ATTACHMENT VIII

EVENT: VIRGINIA SLIMS OF HOUSTON APRIL 15-21

<u>Item</u>	<u>Presenter Information</u>	<u>Overlays</u>	<u>In Field</u>	<u>POS #</u>
Poster	12/17	1/7	2/18	56036
Counter Card	12/17	1/7	2/18	56037
Brochure	12/17	1/7	2/18	56038
Spectator Drawsheet	12/17	1/7		56039
Program Cover	12/17	1/7		56040

Ad schedule from Promoter due: January 21

Jumbo Check 56080

2041002640

ATTACHMENT VIII

EVENT: VIRGINIA SLIMS OF ALBUQUERQUE AUGUST 5-11

<u>Item</u>	<u>Presenter Information</u>	<u>Overlays</u>	<u>In Field</u>	<u>POS #</u>
Poster	4/8	4/22	5/27	56041
Counter Card	4/8	4/22	5/27	56042
Brochure	4/8	4/22	5/27	56043
Spectator Drawsheet	4/8	4/22		56044
Program Cover	4/8	4/22		56045

Ad schedule from Promoter due: May 13

Jumbo Check	56081
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2041002641

ATTACHMENT VIII

EVENT: VIRGINIA SLIMS OF LOS ANGELES AUGUST 12-18

<u>Item</u>	<u>Presenter Information</u>	<u>Overlays</u>	<u>In Field</u>	<u>POS #</u>
Poster	4/15	4/29	6/3	56046
Counter Card	4/15	4/29	6/3	56047
Brochure	4/15	4/29	6/3	56048
Spectator Drawsheet	4/15	4/29		56049
Program Cover	4/15	4/29		56050

Ad schedule from Promoter due: May 20

Jumbo Check				56082
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2041002642

ATTACHMENT VIII

EVENT: VIRGINIA SLIMS OF WASHINGTON AUGUST 19-24

<u>Item</u>	<u>Presenter Information</u>	<u>Overlays</u>	<u>In Field</u>	<u>POS #</u>
Poster	4/22	5/6	6/10	56051
Counter Card	4/22	5/6	6/10	56052
Brochure	4/22	5/6	6/10	56053
Spectator Drawsheet	4/22	5/6		56054
Program Cover	4/22	5/6		56055

Ad schedule from Promoter due: May 20

Jumbo Check 56083

2041002643

ATTACHMENT VIII

EVENT: VIRGINIA SLIMS OF CALIFORNIA NOVEMBER 4-10

<u>Item</u>	<u>Presenter Information</u>	<u>Overlays</u>	<u>In Field</u>	<u>POS #</u>
Poster	7/8	7/22	8/19	56056
Counter Card	7/8	7/22	8/19	56057
Brochure	7/8	7/22	8/19	56058
Spectator Drawsheet	7/8	7/22		56059
Program Cover	7/8	7/22		56060

Ad schedule from Promoter due: August 5.

Jumbo Check	56084
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2041002644

ATTACHMENT VIII

EVENT: VIRGINIA SLIMS OF NASHVILLE NOVEMBER 4-10

<u>Item</u>	<u>Presenter Information</u>	<u>Overlays</u>	<u>In Field</u>	<u>POS #</u>
Poster	7/8	7/22	8/19	56061
Counter Card	7/8	7/22	8/19	56062
Brochure	7/8	7/22	8/19	56063
Spectator Drawsheet	7/8	7/22		56064
Program Cover	7/8	7/22		56065

Ad schedule from Promoter due: August 5.

Jumbo Check				56085
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2041002645

ATTACHMENT VIII

EVENT: VIRGINIA SLIMS OF PHILADELPHIA NOVEMBER 11-17

<u>Item</u>	<u>Presenter Information</u>	<u>Overlays</u>	<u>In Field</u>	<u>POS #</u>
Poster	7/15	7/29	8/26	56066
Counter Card	7/15	7/29	8/26	56067
Brochure	7/15	7/29	8/26	56068
Spectator Drawsheet	7/15	7/29		56069
Program Cover	7/15	7/29		56070

Ad schedule from Promoter due: August 12.

Jumbo Check				56086
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2041002646

ATTACHMENT VIII

EVENT: VIRGINIA SLIMS CHAMPIONSHIPS NOVEMBER 18-24

<u>Item</u>	<u>Presenter Information</u>	<u>Overlays</u>	<u>In Field</u>	<u>POS #</u>
Poster	6/3	6/17	7/22	56071
Counter Card	6/3	6/17	7/22	56072
Brochure	6/3	6/17	7/22	56073
Spectator Drawsheet	6/3	6/17		56074
Program Cover	6/3	6/17		56075

Ad schedule from Promoter due: August 19.

Jumbo Check 56087

2041002647

ATTACHMENT IX

CONTRACT INFORMATION

TOURNAMENT NAME: _____

TOURNAMENT DATES: _____

TOURNAMENT SITE: _____

PROMOTER BUSINESS NAME: _____

ADDRESS: _____

PRIZE MONEY PAYMENT INFORMATION (for wire transfer)

BANK: _____

ACCOUNT NUMBER: _____

ACCOUNT TITLE: _____

BANK A.B.A. NUMBER: _____

2041002648

ATTACHMENT X

VIRGINIA SLIMS NAMED-EVENTS

ADVERTISING GUIDELINES

FTC regulations require that cigarette advertising include one of four different warnings in rotating sequence.

Warnings are rotated quarterly. The following rotation has been assigned to Virginia Slims:

<u>Quarter</u>	<u>Statement</u>
First Quarter 1/1 - 3/31	C SURGEON GENERAL'S WARNING: Smoking by Pregnant Women May Result in Fetal Injury, Premature Birth, and Low Birth Weight.
Second Quarter 4/1 - 6/30	D Cigarette Smoke Contains Carbon Monoxide.
Third Quarter 7/1 - 9/30	A Smoking Causes Lung Cancer, Heart Disease, Emphysema, and May Complicate Pregnancy.
Fourth Quarter 10/1 - 12/31	B SURGEON GENERAL'S WARNING: Quitting Smoking Now Greatly Reduces Serious Risks to Your Health.

For advertisements in newspapers, magazines or periodicals, the warning used is the one for the quarter in which the issue or cover is dated. For periodicals with cover dates spanning two or more quarters (e.g. Fall/Winter; September/October), the warning which is used is the one for the quarter that coincides with the on-sale date (e.g., if Fall/Winter issue is available for public distribution on September 15, warning Statement A is correct).

When submitting ads for placement, particularly when your Media Schedule crosses quarters, it is incumbent upon you to ensure that the correct warning is used.

2041002649

VIRGINIA SLIMS NAMED-EVENTS

ADVERTISING GUIDELINES
(Continued)

Warning boxes (the framed warning statement that appears in ads) are surrounded by an inviolable "safety area." No copy, graphic or pictures may fall within that safety area. The background of the warning box must always be white and the type black. T&N statements (tar and nicotine) are similarly protected, though without benefit of the frame. Further, the size of the warning and T&N statements relative to the overall ad size is mandated by law. IT IS ILLEGAL TO IN ANY WAY ALTER THE SIZE, POSITION, SAFETY AREA OR CONTENT OF THESE STATEMENTS!

If you have any questions regarding the foregoing, please call Deane Weissman at (212) 880-3476 prior to placement.

2041002650

ADVERTISING
(NAMED EVENTS ONLY)

2041002651

ADVERTISING
(NAMED EVENTS ONLY)

Budget Allocations

- . Determined by Philip Morris Media Department and based upon the size of the media market and prize money of the tournament (see attached 1990 budget allocation attached to Promoter Contract Approval Request).
- . In June, Manager, Virginia Slims Tennis, meets with Media Department to give specifications of following year's named events.
- . Budget determined by Media Department based on specifications: prize money, market, total potential attendance.
- . Budgets submitted for approval in August for following year.

Advertising Schedule

- . Originated by promoter after receiving letter from Manager, Virginia Slims Tennis (sample attached).
- . Must be returned to Manager, Virginia Slims Tennis, for approval along with Ad Slick Request form (sample attached) one hundred and twenty (120) days prior to the tournament.
- . Schedule approved by Media Department (takes at least ten (10) business days). Any cost discrepancies to be relayed back to the promoter by the Manager, Virginia Slims Tennis, within fifteen (15) business days.
- . Any changes to the schedule by the promoter must be submitted in the form of a full revised schedule.

Payment

- . Promoter is paid two-three weeks after schedule is approved.

Ad Production

- . Agency Ad Slick Request form sent to Leo Burnett (sample attached).
- . Leo Burnett returns ad slicks stats to Coordinator, Operations for Legal Department to approve warning box.
- . Ad slicks sent to promoter by Leo Burnett after approval.

Tear Sheets

- . One tear sheet per scheduled insertion is required from the promoter.
- . Tear sheets are submitted to the on-site Virginia Slims representative during the tournament week.
- . Tear sheets must be for unaltered, Philip Morris produced ads.
- . Virginia Slims must have all tear sheets before the promoter receives the final prize money check.

Advertising Guidelines

- . See attached.

2041002652

*1991 VIRGINIA SLIMS ADVERTISING BUDGET

<u>TOURNAMENT</u>	<u>BUDGET</u>
California	\$ 110,000
Washington	100,000
Oklahoma	25,000
Florida	115,000
Houston	85,000
Newport	TBD
Albuquerque	25,000
Los Angeles	120,000
Palm Springs	110,000
Nashville	25,000
Philadelphia	120,000
Chicago	110,000
Championships	800,000

*Dollars are based on Media Department figures to advertise in each market. Budget should be reviewed with Media Department each year in June for the following year.

2041002653

VIRGINIA SLIMS NAMED-EVENTS

ADVERTISING GUIDELINES

FTC regulations require that cigarette advertising include one of four different warnings in rotating sequence.

Warnings are rotated quarterly. The following rotation has been assigned to Virginia Slims:

<u>Quarter</u>	<u>Statement</u>
First Quarter 1/31/-3/31	C SURGEON GENERAL'S WARNING: Smoking by Pregnant Women May Result in Fetal Injury, Premature Birth, and Low Birth Weight.
Second Quarter 4/1-6/30	D SURGEON GENERAL'S WARNING: Cigarette Smoke Contains Carbon Monoxide.
Third Quarter 7/1-9/30	A SURGEON GENERAL'S WARNING: Smoking Causes Lung Cancer, Heart Disease, Emphysema, and May Complicate Pregnancy.
Fourth Quarter 10/1-12/31	B SURGEON GENERAL'S WARNING: Quitting Smoking Now Greatly Reduces Serious Risks to Your Health.

For advertisements in newspapers, magazines or periodicals, the warning used is the one for the quarter in which the issue or cover is dated. For periodicals with cover dates spanning two or more quarters (e.g. Fall/Winter; September/October), the warning which is used is the one for the quarter that coincides with the on-sale date (e.g., if Fall/Winter issue is available for public distribution on September 15, warning Statement A is correct).

When submitting ads for placement, particularly when your Media Schedule crosses quarters, it is incumbent upon you to ensure that the correct warning is used.

2041002654

VIRGINIA SLIMS NAMED-EVENTS

ADVERTISING GUIDELINES

(Continued)

Warning boxes (the framed warning statement that appears in ads) are surrounded by an inviolable "safety area." No copy, graphic or pictures may fall within that safety area. T&N statements (tar and nicotine) are similarly protected, though without benefit of the frame. Further, the size of the warning and T&N statements relative to overall ad size is mandated by law. IT IS ILLEGAL TO IN ANY WAY ALTER THE SIZE, POSITION, SAFETY AREA, OR CONTENT OF THESE STATEMENTS!

If you have any questions regarding the foregoing, please call Deane Weissman at (212) 880-3476 prior to placement.

2041002655

VIRGINIA SLIMS P.O.S. MATERIALS - TENNIS

Below is a guideline for preparing P.O.S. materials for Virginia Slims named events.

<u>ITEM</u>	<u>RETAIL POSTER</u>	<u>COUNTER CARD</u>	<u>COUNTER CARD BROCHURE</u>	<u>PROGRAM COVER</u>	<u>SPECTATOR DRAWSHEET</u>
Presenter	X	X	X	X	X
Tournament Name	X	X	X	X	X
Tournament Dates	X	X	X	X	X
Location	X	X	X	X	X
Top 4 Players	NO	NO	NO	NO	NO
Telephone No.	X	X	X	NO	NO
Participating Sponsors	NO	NO	X	NO	X
Charities	NO	NO	NO	X	X

2041002656

VIRGINIA SLIMS R.O.P. - TENNIS

Below is a guideline for preparing R.O.P. for Virginia Slims-named events.

SAU SIZES

<u>ITEM</u>	<u>4 x 7</u>	<u>5 x 7</u>	<u>3x10$\frac{1}{2}$</u>	<u>6x10$\frac{1}{2}$</u>	<u>Full Pg Tab</u>	<u>6x10$\frac{1}{2}$ Give- Away Ad</u>	<u>7 x 10 Mag</u>
Presenter	x	x	x	x	x	NO	x
Tournament Name	x	x	x	x	x	x	x
Tournament Dates	x	x	x	x	x	x	x
Location	x	x	x	x	x	x	x
Top 4 Players	x	x	x	x	x	NO	x
Telephone No.	x	x	x	x	x	x	x
Participating Sponsors	x	x	x	x	x	NO	x
Charities	x	x	x	x	x	NO	x

2041002657

AD SLICK REQUEST FORM

1991 Virginia Slims of _____

- . Presenter: _____
(include repro quality B/W logo)
- . Dates: _____
- . Location: _____

- . Ticket Telephone Number(s): _____

- . Participating Sponsors:
 - 1. _____
 - 2. _____
 - 3. _____
 - 4. _____
- . Giveaway Ad (SAU 6x10 1/2):

Day and Date: _____

Starting Time: _____
- . Top Four Players Names:
 - 1. _____
 - 2. _____
 - 3. _____
 - 4. _____
- . Charity
(PM approval required): _____

2041002658

. ROP SAU sizes and due dates:

size:	<u>4x7</u>	<u>5x7</u>	<u>3x10 1/2</u>	<u>6x10 1/2</u>	Full-page <u>Tabloid</u>	7x10 <u>Magazine</u>
quantity:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
due date:	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

. Shipping Instructions: _____

. Advertising Check
Payable to: _____
(name and address) _____

. Advertising Media
Schedule Budget: _____
(Virginia Slims Contribution)

. Attach Media Schedule

2041002659

INTER-OFFICE CORRESPONDENCE
120 PARK AVENUE, NEW YORK, N.Y. 10017

RE: AD SLICKS REQUEST
VIRGINIA SLIMS OF

Player Names/Schwab Graphic (Circle): _____

Participating Sponsors: _____

Charity: _____

Ship to: _____

Phone: _____

Ads due to PM for approval: _____

2041002660

POINT OF SALES
(P.O.S.) MATERIALS
NAME/EVENTS ONLY

2041002661

POINT OF SALES MATERIALS (P.O.S.)
(NAMED EVENTS ONLY)

- . POSTER
- . COUNTER CARD (SEE GRAPHICS)
- . COUNTER CARD BROCHURE
- . PROGRAM COVER
- . SPECTATOR DRAWSHEET

Timeline (See Production Plan attached)

- . In July for tournaments through April of the following year and September for tournaments May through November of the following year, Manager, Virginia Slims Tennis, sends the promoter a "Master Letter", including a P.O.S. Material Order Form (sample attached-see Communications With Promoter).
- . 120 days prior to the event, the promoter returns completed order form to Coordinator, Operations.
- . Coordinator, Operations, then sends a P.O.S. Request to Agency form (sample attached) to Leo Burnett.
- . Coordinator, Operations, fills out a Purchase Requisition form and gives to the Purchasing Department after obtaining appropriate approvals (see Internal Procedures).
- . 45 days after promoter has supplied information (approximately 3 months prior to the event), P.O.S. materials are due in the field.
- . An allocation of posters and counter cards are sent directly to the Sales Force and promoter.
- . All brochures are sent to the promoter for printing of inside panels. Promoter contacts Sales Force to pick up printed brochures.
- . The program cover is printed generically by a company designated by the WPTTA. Coordinator, Operations, send mechanical overlay to promoter with tournament specific information for overprinting.

2041002662

POSTER

12"

VIRGINIA SLIMS OF CHICAGO



FEBRUARY 12-18

UIC PAVILION
CHICAGO, IL

FOR TICKET INFORMATION
(312) 872-2656 (312) 902-1919

Office Ticketron



SPONSORED BY
VIRGINIA SLIMS CIGARETTES

SURGEON GENERAL'S WARNING: Quitting Smoking Now Greatly Reduces Serious Risks to Your Health.

POSTER MUST INCLUDE: — "SPONSORED BY VIRGINIA SLIMS CIGARETTES."
— PACK ART
— TAR AND NICOTINE CONTENT
— WARNING BOX

COUNTER-CARD

10"

VIRGINIA SLIMS OF INDIAN WELLS

PRESENTED BY

DUPONT CoolMax



FEB. 26-
MAR. 4
HYATT GRAND
CHAMPIONS
RESORT
INDIAN WELLS, CA

FOR TICKET
INFORMATION
PLEASE CALL:
(619) 341-2757
TICKETRON
(213) 410-1062

PLEASE TAKE ONE



KRAFT GENERAL FOODS

← POCKET

SPONSORED BY VIRGINIA SLIMS CIGARETTES

SURGEON GENERAL'S WARNING: Quitting Smoking
Now Greatly Reduces Serious Risks to Your Health.

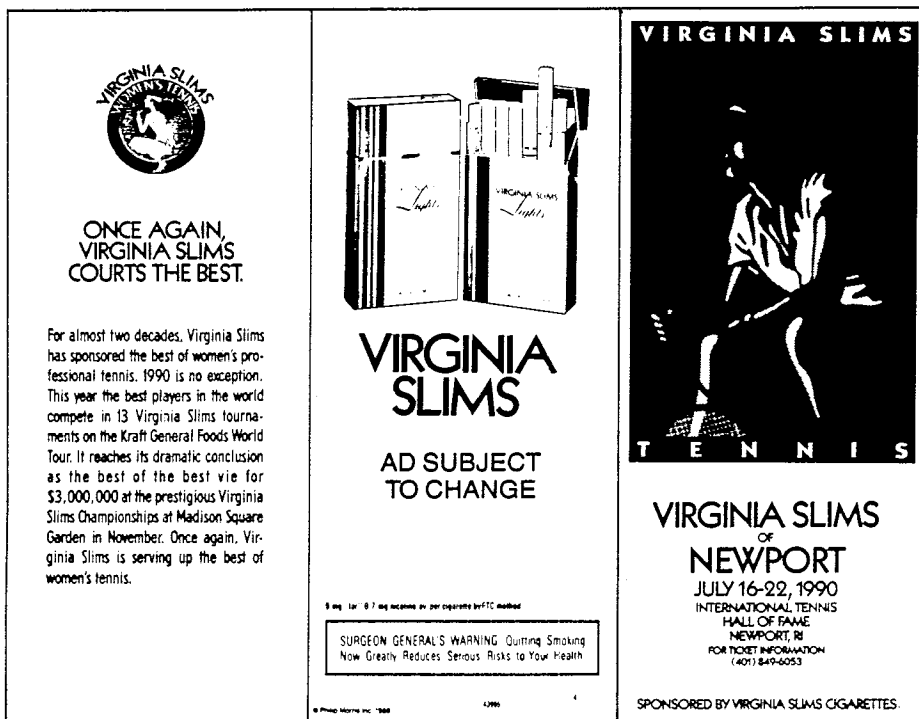
1/27/91

Lights 9 mg "tar," 0.7 mg nicotine - 100's 15 mg "tar," 1.1 mg nicotine - 120's 14 mg "tar," 1.0 mg nicotine Ultra Lights 6 mg "tar," 0.5 mg nicotine av. per cigarette by FTC method.

COUNTER CARD MUST INCLUDE: — "SPONSORED BY VIRGINIA SLIMS CIGARETTES."
— PACK ART
— TAR AND NICOTINE CONTENT
— WARNING BOX

2041002663

THREE-PANEL TICKET BROCHURE



GRAPHIC
SUBJECT TO
CHANGE

SHIPPED FLAT 8 UP TO
PROMOTER'S PRINTER.
INSIDE PANELS ARE
OVERPRINTED WITH
TOURNAMENT INFORMATION.

TICKET BROCHURE IS ALSO USED
BY THE PROMOTER FOR DIRECT
MAIL AND MUST FIT INTO A #10
ENVELOPE.

8 1/2"

3 OUTSIDE PANELS 3 1/2"

ONE-PANEL TICKET BROCHURE



GRAPHIC
SUBJECT TO
CHANGE

TICKET BROCHURE MUST INCLUDE:
— "SPONSORED
BY VIRGINIA
SLIMS
CIGARETTES."
— PACK ART
— TAR AND NICOTINE CONTENT
— WARNING BOX

8 1/2"

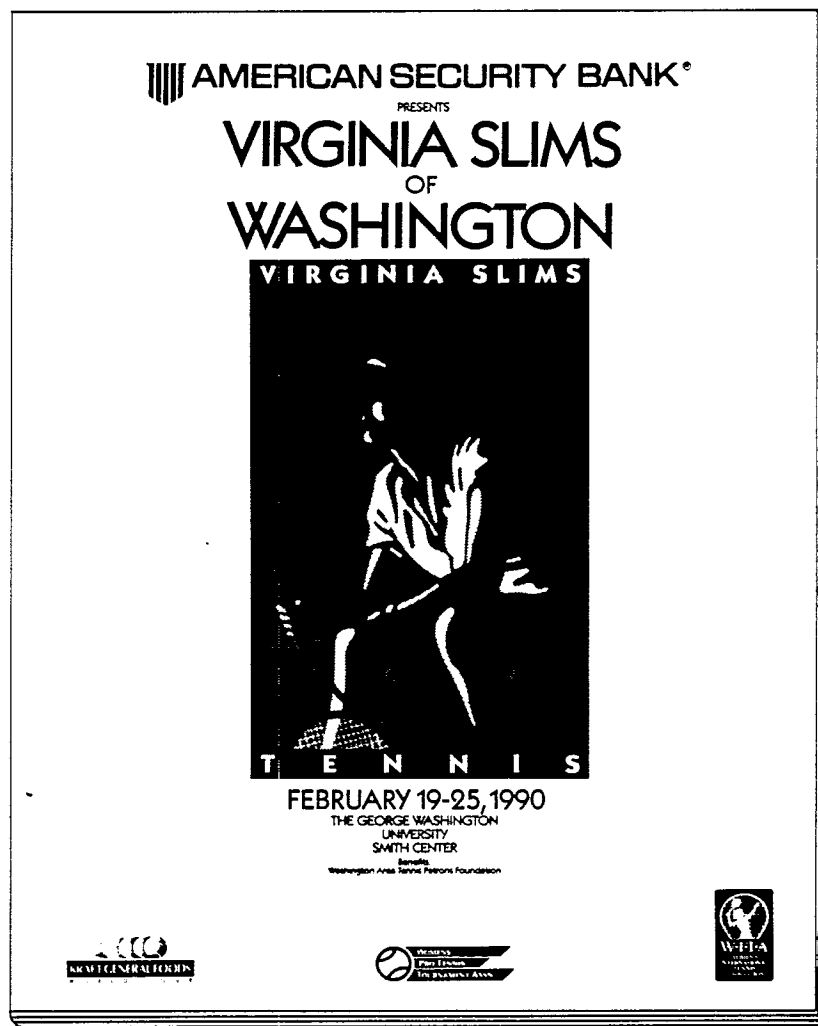
3 1/2"
BACK

3 1/2"
FRONT

2041002664

PROGRAM COVER

11"



8 1/2"

REDESIGNED EACH YEAR.
GENERIC COVER (GRAPHIC AND LOGOS)
PRINTED BY COMPANY DESIGNATED
BY WPTTA.
PROMOTER OVERPRINTS TOURNAMENT
SPECIFIC INFORMATION FROM MECHANICAL
PROVIDED BY VIRGINIA SLIMS.

2041002665

SPECTATOR DRAWSHEET

BACK

FRONT

PROMOTER TO OVERPRINT

VIRGINIA SLIMS

YOU'VE COME A LONG WAY, BABY.




© Philip Morris Inc. 1989
8 mg. "tar," 0.7 mg. nicotine av. per cigarette by FTC method.

SURGEON GENERAL'S WARNING: Quitting Smoking Now Greatly Reduces Serious Risks to Your Health.

8 1/2"

**VIRGINIA SLIMS
OF
CHICAGO**

VIRGINIA SLIMS



T E N N I S

FEBRUARY 12-18, 1990

UIC PAVILION
CHICAGO, IL

Participating Sponsors:
National Corporate Suites



8 1/2"

GRAPHIC
SUBJECT TO
CHANGE

BRAND AD
SUBJECT
TO CHANGE

SHIPPED 4-UP, FLAT TO PROMOTER.
PROMOTER OVERPRINTS INSIDE AND UPPER
HALF OF BACK PAGE.

2041002666

DATE: DATE OF
TOURNAMENT

[illegible]

PRINTED P.O.S. MATERIAL ORDER FORM
VIRGINIA SLIMS OF _____

° Tournament Name: _____

° Presenter: _____
(Provide repro quality b/w logo slick)

° Tournament Date: _____

° Location: _____

° Ticket Telephone Number(s): _____

° Charity: _____
(PM approval required)

° Participating Sponsors:

1.	_____
2.	_____
3.	_____
4.	_____

° Material Quantities:

Poster

(Promoter's Use = 1,000 maximum)

(Sales Force = 750)

+ 750

TOTAL:

3 Panel Brochure

(Promoter's Use = 75,000 maximum)

(Sales Force = 37,500)

+ 37,500

TOTAL:

2041002668

° Material Quantities: (Continued)

Counter Card

(Promoter's Use = 500 maximum)

(Sales Force = 750)

+ 750

TOTAL:

Spectator Drawsheet

(Promoter's Use = 35,000 maximum)

TOTAL: _____

One Panel Brochure

(Promoter's Use - in place of three

panel = 75,000 maximum) TOTAL: _____

° Programs: Proserv will contact you regarding your order.

° Shipping Instructions:

Poster/Counter card to: _____

Due: _____

Brochure, Drawsheet to: _____

Due: _____

2041002669

PHILIP MORRIS U.S.A.

INTER-OFFICE CORRESPONDENCE

120 PARK AVENUE, NEW YORK, N.Y. 10017

TO: Bill Hanekamp
FROM: Nancy Zimbalist
CC: Ina Broeman
Deane Weissman
Leo McCullagh
Julie Greene

DATE:

David Etz
Kevin McCann
Valerie Jordan
Elvena Newsome

Re: P.O.S. REQUEST TO AGENCY
VIRGINIA SLIMS OF _____

Please provide keylines for the following P.O.S. pieces
for the above tournament.

Circle: POSTER

COUNTER CARD

COUNTER CARD BROCHURE

PROGRAM COVER

SPECTATOR DRAWSHEET

Information should appear as follows:

Location:
(Stadium, City etc. _____

Date: _____

Presenter: _____

Circle One: _____

Ticket Telephone # (s): _____

*Participating Sponsors: _____

Charity: _____

Due Date at PM: _____

Thank you.

*To appear on counter card brochure and spectator drawsheet only.

2041002670

ON-SITE TOURNAMENT
MATERIALS/GRAPHICS

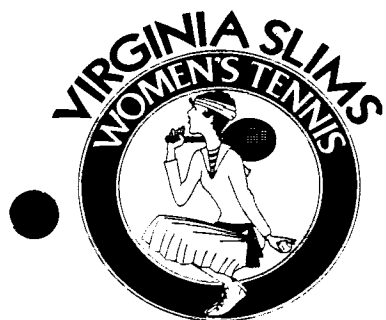
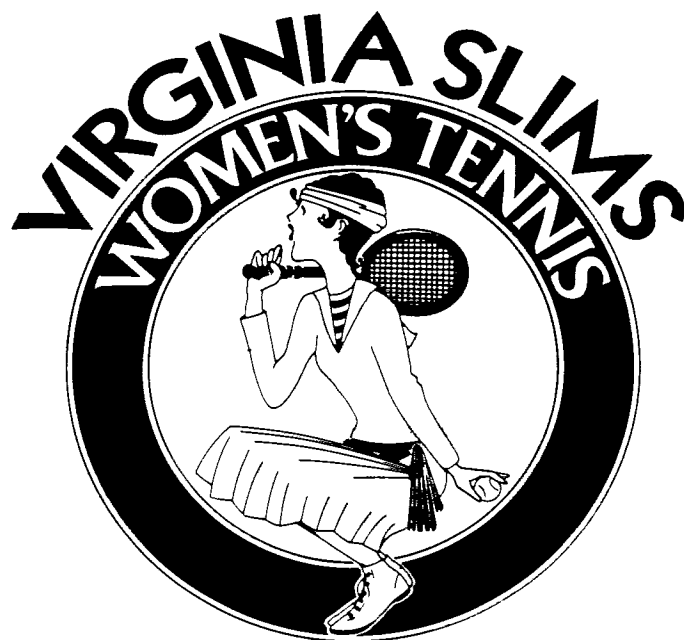
2041002671

ON-SITE TOURNAMENT MATERIALS
NAMED AND NON-NAMED EVENTS

Procedures and Timeline

- . In July for tournaments through April of the following year and September for tournaments May through November of the following year, Manager, Virginia Slims Tennis, sends "Master Letter" including Tournament Materials Request form to promoter.
- . Six (6) months prior to the event, the promoter returns the completed order form to Coordinator, Operations.
- . Coordinator, Operations, fills out an In-House Requisition form and gives to Merchandising Distribution Department (see Internal Procedures - In-House Requisition form).
- . Materials shipped to the promoter according to the schedule requested on order form.

2041002672



2041002673

● VIRGINIA SLIMS
===== TENNIS =====

VIRGINIA SLIMS
===== TENNIS =====

VIRGINIA SLIMS
TENNIS

● VIRGINIA SLIMS
TENNIS

VIRGINIA SLIMS
===== TENNIS =====

VIRGINIA SLIMS
===== TENNIS =====

● VIRGINIA SLIMS
TENNIS

VIRGINIA SLIMS
===== TENNIS =====

VIRGINIA SLIMS
===== TENNIS =====

VIRGINIA SLIMS
TENNIS

VIRGINIA SLIMS
TENNIS



2041002675

Tennis Ginny Logo Art

FOUR COLOR PROCESS

90% RED, 10% BLUE (over 60% yellow base)
(inline, circle background,
Virginia Slims logo type)

REVERSE

90% RED, 10% BLUE (over 60% yellow base)
(Lips)

REVERSE
(tennis racket highlight)

Area behind
tennis strings—WHITE

30% YELLOW, 10% RED
(flesh tones)

90% RED, 10% BLUE (over 60% yellow base)
(stripes in T-shirt)

REVERSE

REVERSE
(inline, type, outline)

10% RED, 80% BLUE
(inner circle background)

90% RED, 10% BLUE (over 60% yellow base)
(waist sash)

30% YELLOW, 10% RED
(flesh tones)

BLACK
(keylines outlining figure)

REVERSE
(stockings, outline around shoes)



PANTONE MATCHING SYSTEM (P.M.S.) SEVEN COLORS

P.M.S. 200-C
(inline, circle background,
Virginia Slims logo type)

REVERSE

P.M.S. 200-C
(Lips)

REVERSE
(tennis racket highlight)

Area behind
tennis strings—WHITE

P.M.S. 148-C
(flesh tones)

P.M.S. 200-C
(stripes in T-shirt)

REVERSE

REVERSE
(inline, type, outline)

P.M.S. 298-C
(inner circle background)

P.M.S. 200-C
(waist sash)

P.M.S. 148-C
(flesh tones)

BLACK
(keylines outlining figure)

REVERSE
(stockings, outline around shoes)



KRAFT GENERAL FOODS

W O R L D T O U R



KRAFT GENERAL FOODS

W O R L D T O U R



KRAFT GENERAL FOODS

W O R L D T O U R



KRAFT GENERAL FOODS

W O R L D T O U R



KRAFT GENERAL FOODS

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KRAFT GENERAL FOODS

W O R L D T O U R



KRAFT GENERAL FOODS

W O R L D T O U R



KRAFT GENERAL FOODS

W O R L D T O U R

2041002677

COLOR REPRODUCTION

PROCESS

The logo reproduced below is camera ready
for four color process separation.

For separated elements, see below—
match Pantone to process.



KRAFT GENERAL FOODS

W O R L D T O U R

**FOUR COLOR
PANTONE®**

The logo below is separated for solid-ink line
reproduction as reproduced above.

Colors: **World Tour:** Black

KGF bar: Pantone 201

Ball Background: Pantone 109

Ball Shading: Pantone Cool Grey #6

Three-Color PMS. If necessary logo may
be reproduced in three colors where World
Tour may be printed in Cool Grey #6 in
place of Black.



KRAFT GENERAL FOODS

W O R L D T O U R

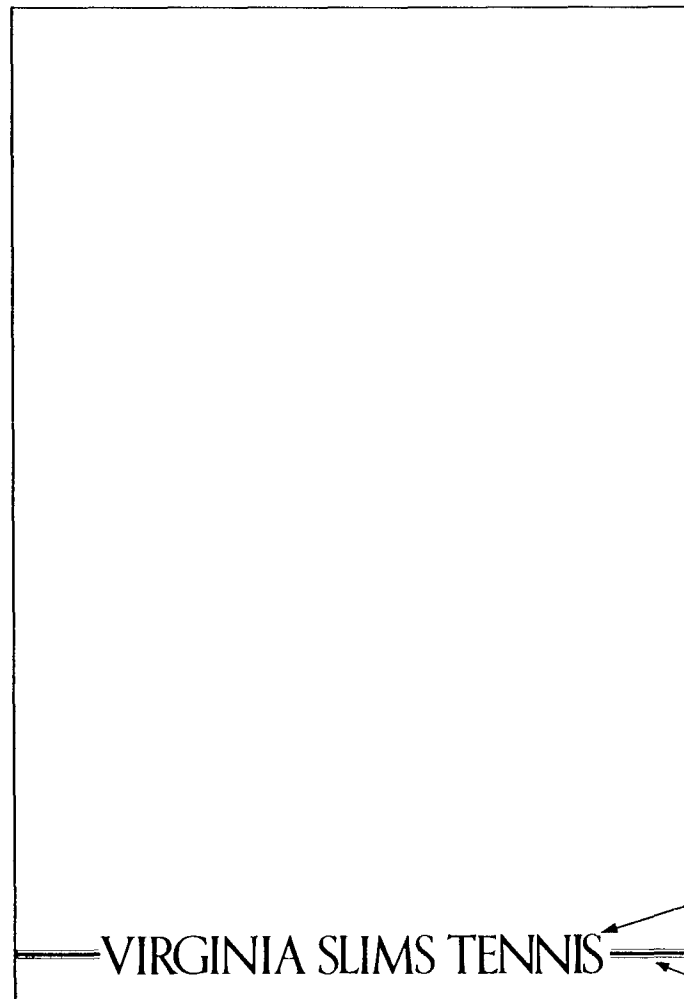
2041002678

8 1/2" x 11" LETTERHEAD



WHITE WITH FULL COLOR LOGO.
PROMOTER OVERPRINTS NAME
OF TOURNAMENT.

**7 1/2" x 10 1/2"
NOTEPAD**



TWO COLOR: RED (PMS 200) AND BLUE (PMS 280)
ON WHITE.

2041002679

LARGE ENVELOPE

WHITE WITH FULL COLOR LOGO.
NO RETURN ADDRESS PRE-PRINTED ON ENVELOPE.

13"



10"

#10 ENVELOPE

9 1/2"



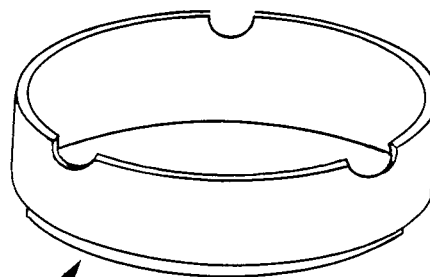
4 1/8"

WHITE WITH FULL COLOR LOGO.
NO RETURN ADDRESS PRE-PRINTED ON ENVELOPE.

2041002680

CERAMIC ASHTRAY

WHITE WITH TWO COLOR BLUE (PMS 280)
AND RED (PMS 200) COPY THREE TIMES
AROUND THE PERIMETER.

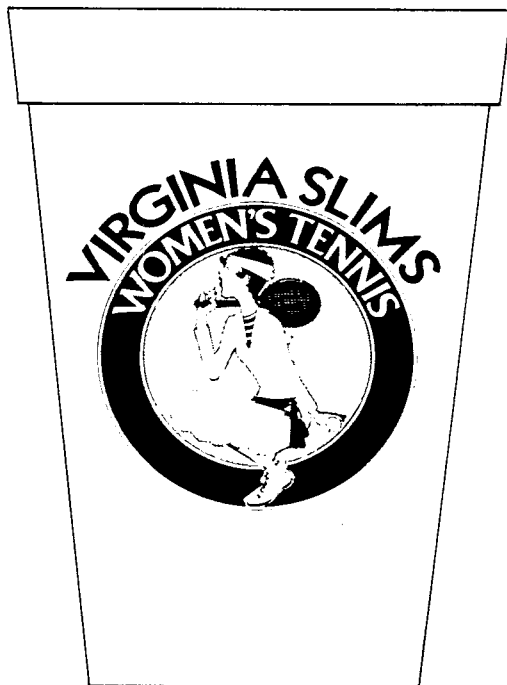


BLUE COPY

RED BARS

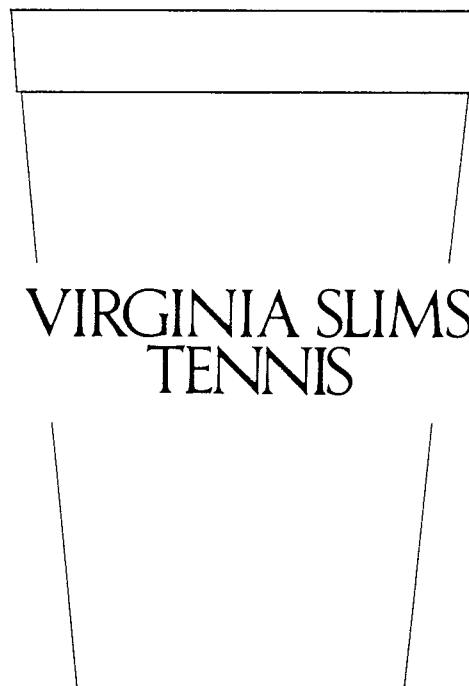
VIRGINIA SLIMS
TENNIS

6 OUNCE HOT CUP



6 OUNCE WHITE STYROFOAM WITH
FULL COLOR GINNY LOGO.
LOGO PRINTED ON 2 SIDES.

22 OUNCE COLD CUP

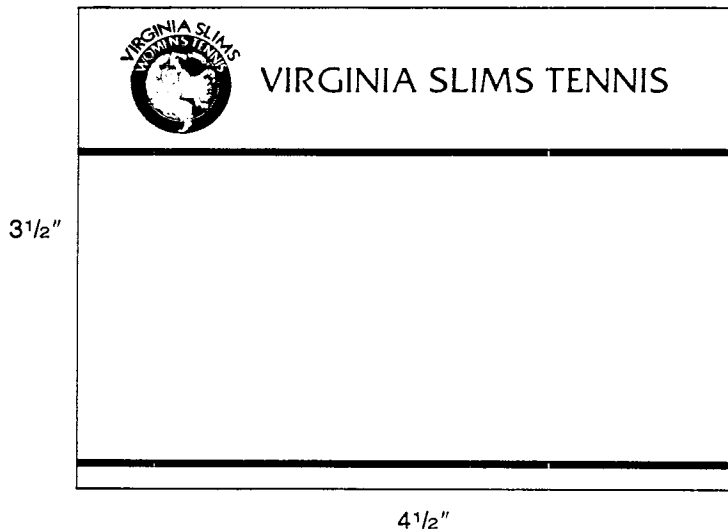


ONE COLOR LOGO PRINTS RED (PMS 200)
ON WHITE PLASTIC CUP.
LOGO PRINTED ON 2 SIDES.

2041002681

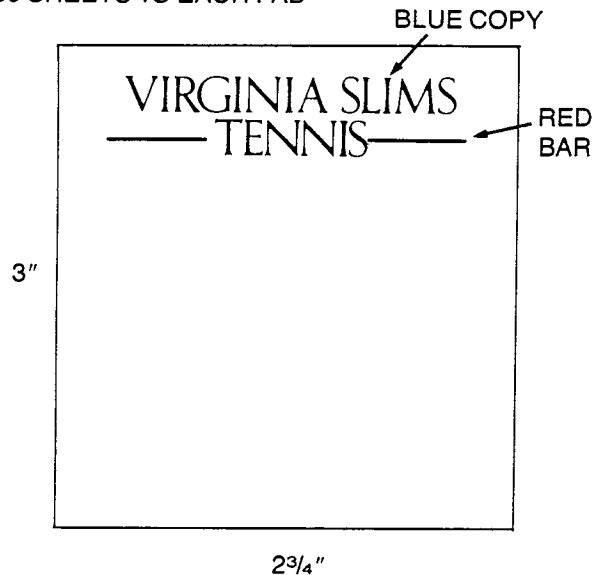
MAILING LABEL

WHITE WITH FULL COLOR LOGO.
RED (PMS 200) COPY WITH RED (PMS 200) BARS.

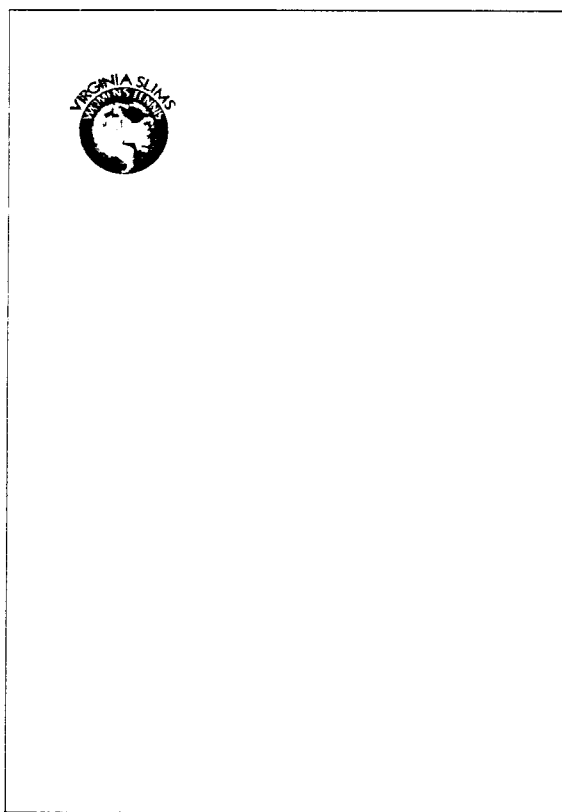


POST-IT NOTE PAD

WHITE PAPER WITH TWO COLOR RED (PMS 200)
AND BLUE (PMS 280) IMPRINT.
50 SHEETS TO EACH PAD



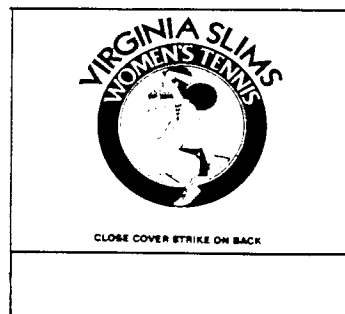
4" x 6" NOTEPAD



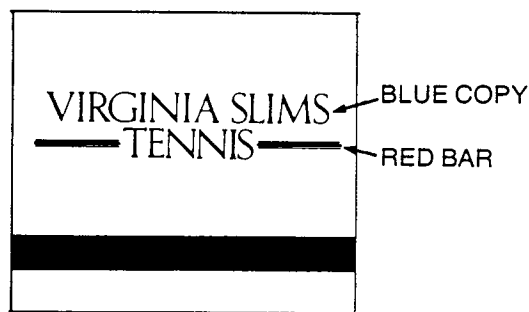
WHITE WITH FULL
COLOR LOGO.

MATCHBOOK COVER

FRONT: WHITE WITH FULL COLOR LOGO.
BACK: PRINTS TWO COLOR RED (PMS 200)
AND BLUE (PMS 280) ON WHITE. (STANDARD SIZE)

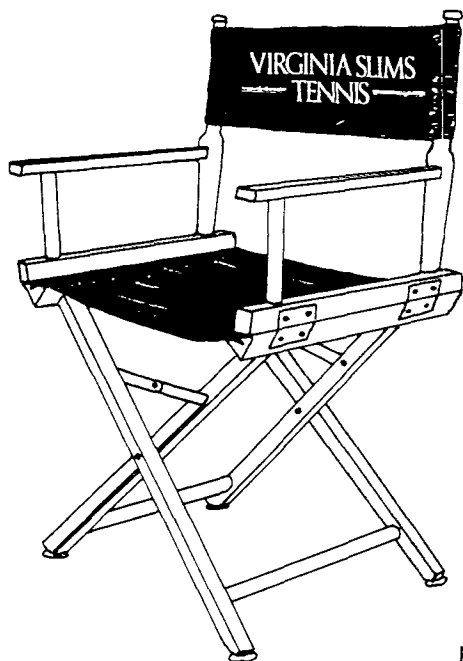


FRONT



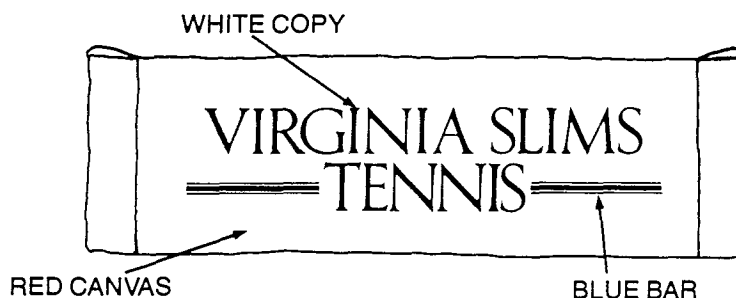
BACK

2041002682



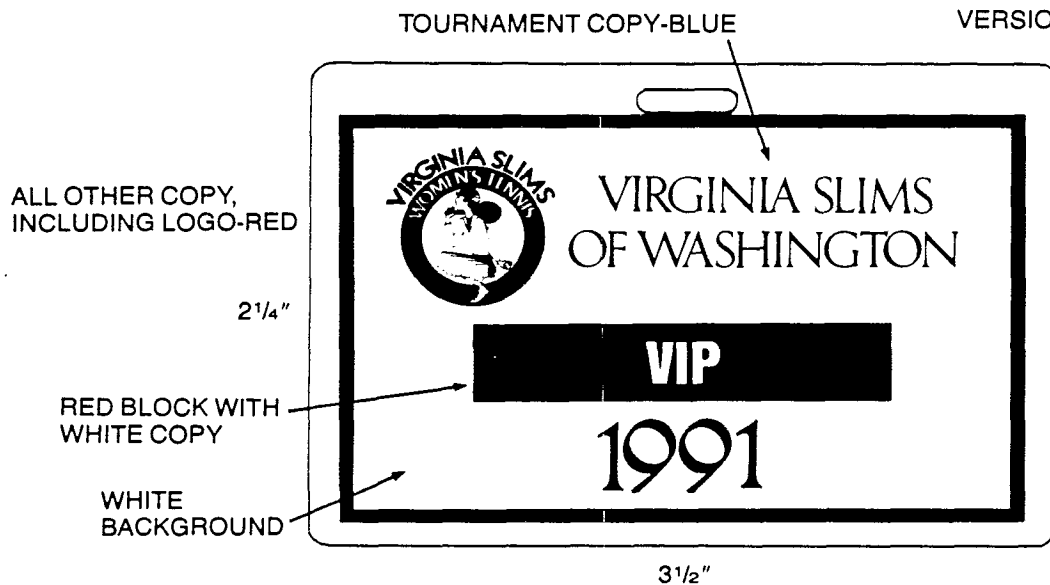
LINES PERSON CHAIR SEAT BACK

BOTH SIDES OF SEAT BACK IMPRINTED
WHITE ON RED (PMS 200) CANVAS WITH
BLUE (PMS 280) BARS.



OPERATIONS CREDENTIALS

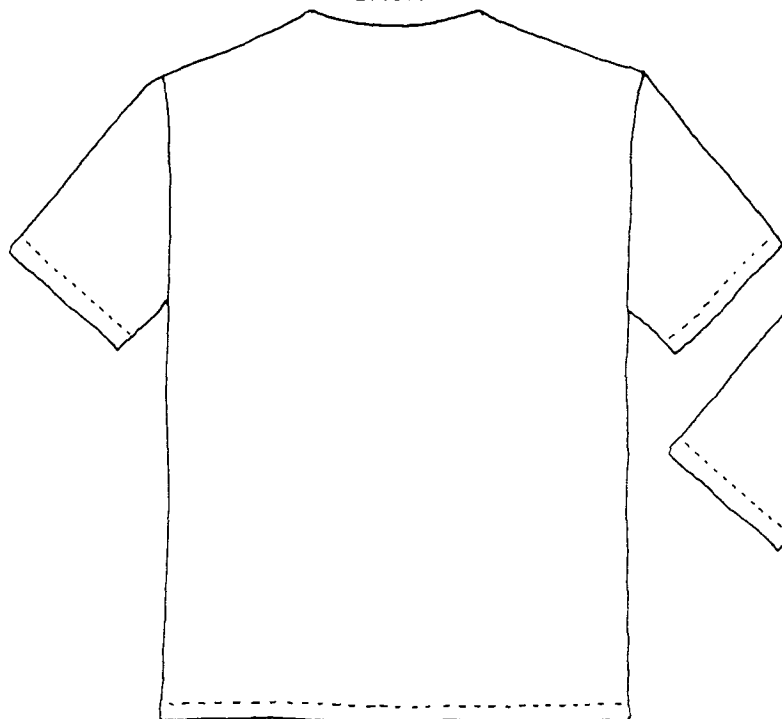
WHITE BACKGROUND WITH BLUE (PMS 280C)
TOURNAMENT NAME COPY LOGO IN RED (PMS 200C).
PRINTED ON PAPER THEN LAMINATED IN PLASTIC.



VERSIONS: BALL PERSON
VENDOR
PLAYER
PLAYER GUEST
SPECIAL GUEST
STAFF
UMPIRE
VIP
PRESENTER
OFFICIAL
USHER
VOLUNTEER
V.S. TENNIS
(various categories
as needed)

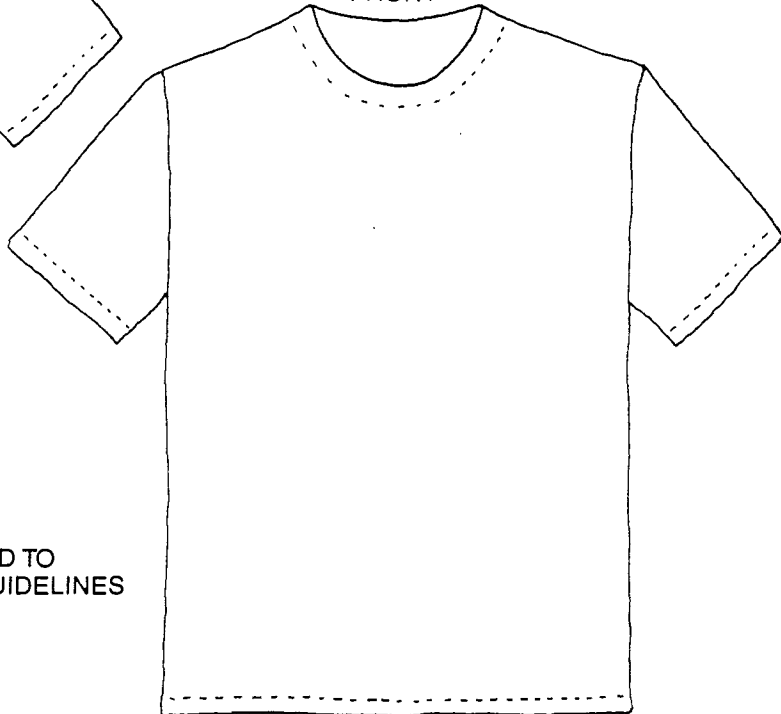
2041002683

BACK



BALL PERSON T-SHIRT

FRONT



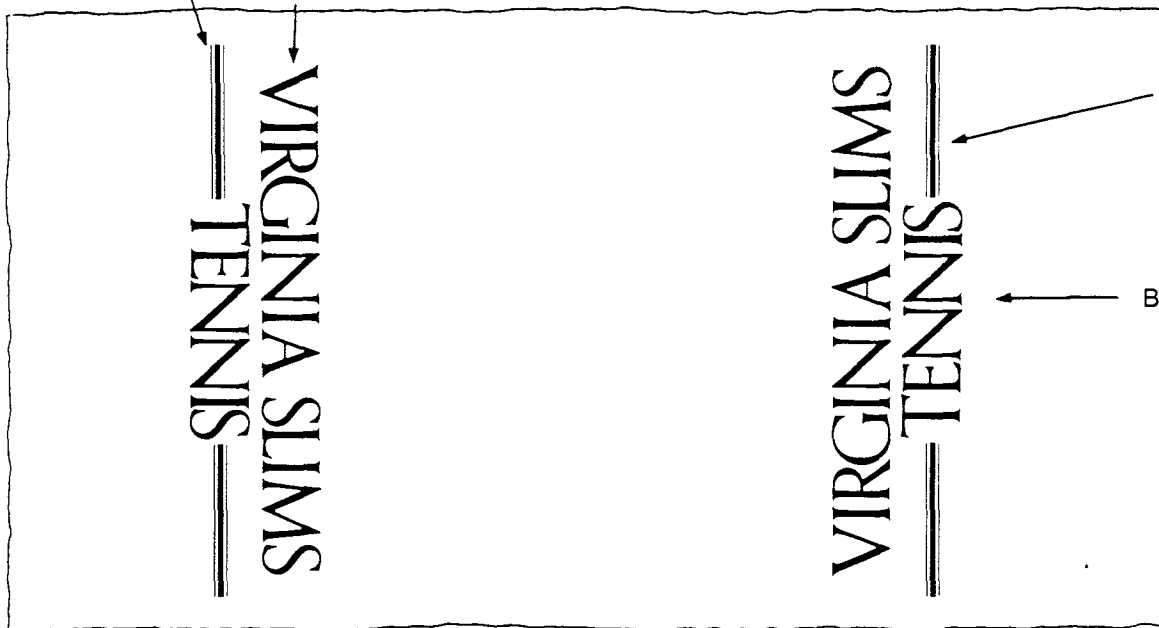
BLANK ROYAL BLUE T-SHIRTS PROVIDED TO
PROMOTER, WHO OVERPRINTS PER GUIDELINES

TOWEL

RED BAR

BLUE COPY

16"



RED BAR

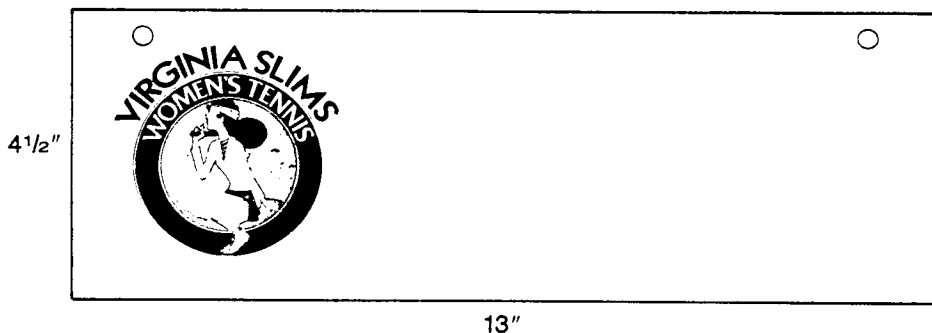
BLUE COPY

35"

WHITE TERRY CLOTH WITH TWO COLOR RED (PMS 200)
AND BLUE (PMS 280) IMPRINT.

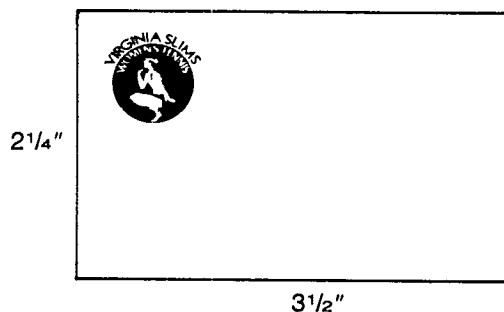
2041002684

BOX SEAT SIGNS



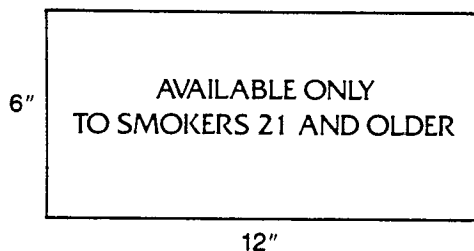
FULL COLOR LOGO IMPRINTS ON WHITE STYRENE.

NAME TAGS

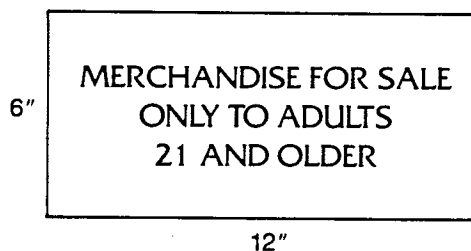


FULL COLOR LOGO IMPRINTS ON HEAVY WHITE STOCK.

SAMPLING BOOTH



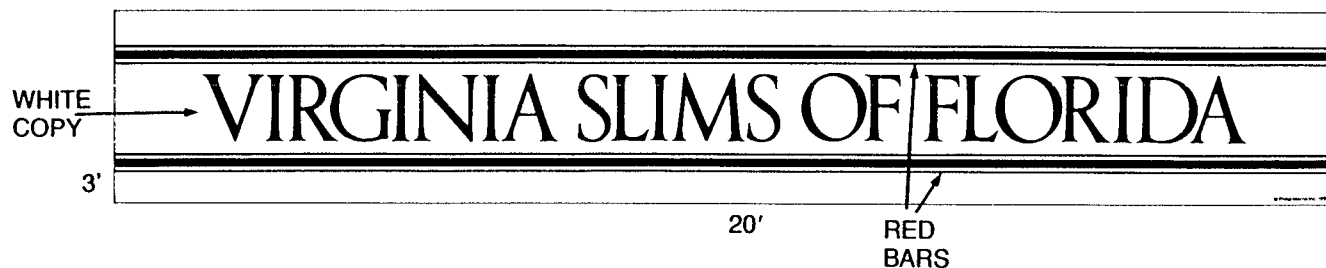
PRO-SHOP



BLACK COPY ON WHITE VARNISHED
FOAMCORE. SELF-STANDING.

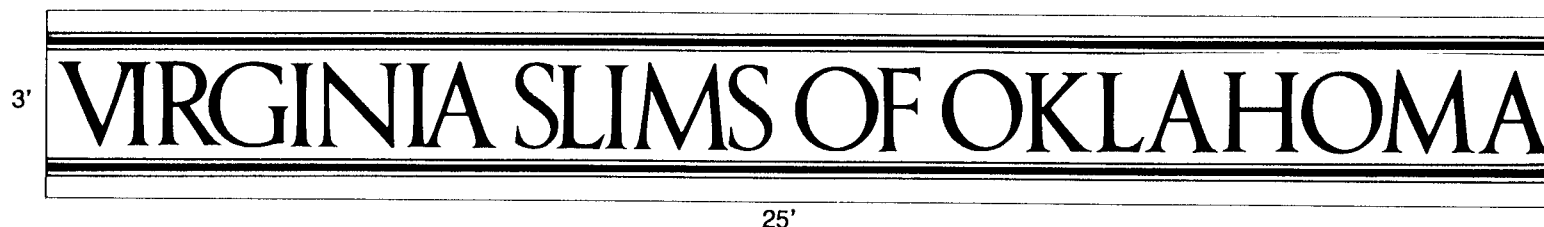
2041002685

EVENT NAMED BANNERS

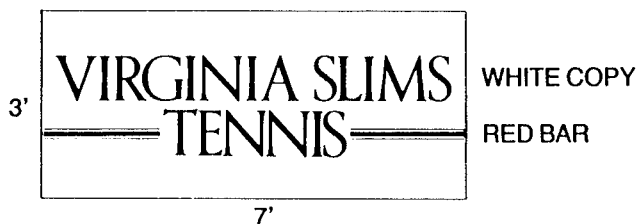


VIRGINIA SLIMS OF FLORIDA
VIRGINIA SLIMS OF HOUSTON
VIRGINIA SLIMS OF CHICAGO

RED (PMS 200) AND WHITE ON BLUE (PMS 280) NYLON.
LENGTH OF TOURNAMENT NAME DETERMINES
SIZE OF BANNER.



VIRGINIA SLIMS BANNER*



VIRGINIA SLIMS OF OKLAHOMA
VIRGINIA SLIMS OF CALIFORNIA
VIRGINIA SLIMS OF LOS ANGELES
VIRGINIA SLIMS OF NASHVILLE
VIRGINIA SLIMS OF PHILADELPHIA
VIRGINIA SLIMS OF WASHINGTON
VIRGINIA SLIMS OF ALBUQUERQUE
VIRGINIA SLIMS OF PALM SPRINGS
VIRGINIA SLIMS CHAMPIONSHIPS

RED (PMS 200) AND WHITE ON BLUE (PMS 280) NYLON.

* ALSO PRODUCED AS 3' X 5' FLAG

GINNY LOGO ONLY BANNER



3'

FULL COLOR LOGO ON WHITE NYLON

3'

INFORMATION SIGN

VERSIONS: BALL PERSONS (1)*
INTERVIEW ROOM (2)
LOCKER ROOM (1)
(PLAYERS ONLY)
MASSAGE THERAPIST (1)
PLAYERS LOUNGE (1)
MEDIA CENTER (2)
TOURNAMENT OFFICE (1)
TRANSPORTATION (5)
UMPIRES (1)
VIRGINIA SLIMS OFFICE (1)
WTA OFFICE (1)
WTA TRAINER (1)
RECEPTION (3)
LOGO ONLY (BLANKS) (30)
OFFICIAL CAR (10)
EXIT (4)
WILL CALL (2)
VOLUNTEERS (1)
DAILY SALES (2)
ADVANCE SALES (2)
TICKETS (2)
KRAFT GENERAL FOODS
OFFICE (1)

SET INCLUDES
15 BLACK PERM-STICK
ARROWS



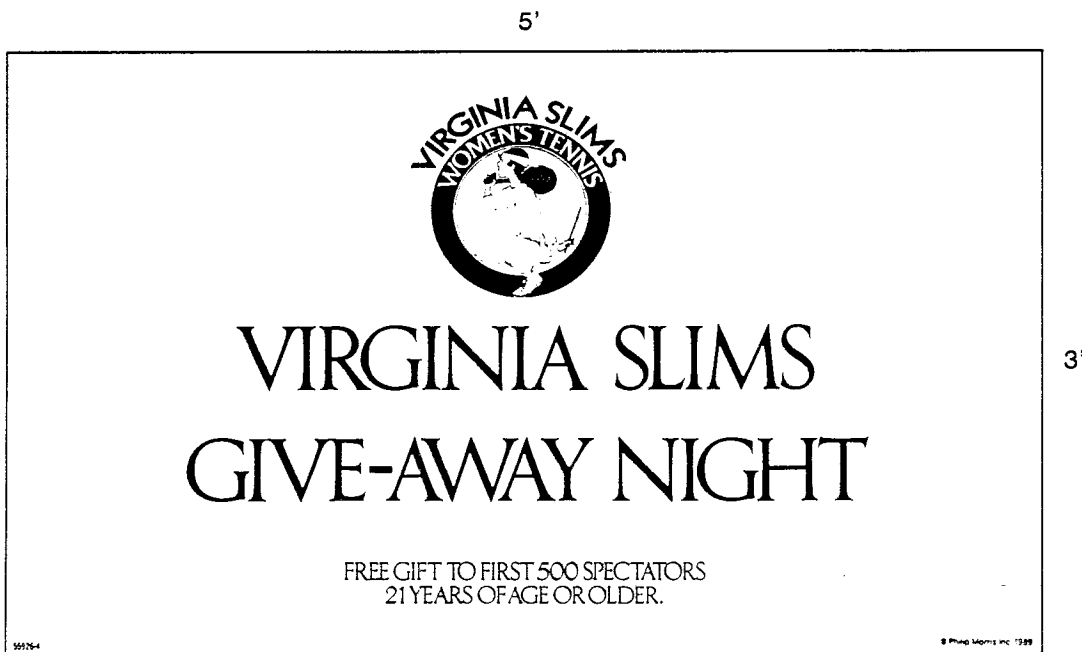
WHITE STYRENE WITH FULL COLOR LOGO AND BLUE (PMS 280) TITLE.

15"

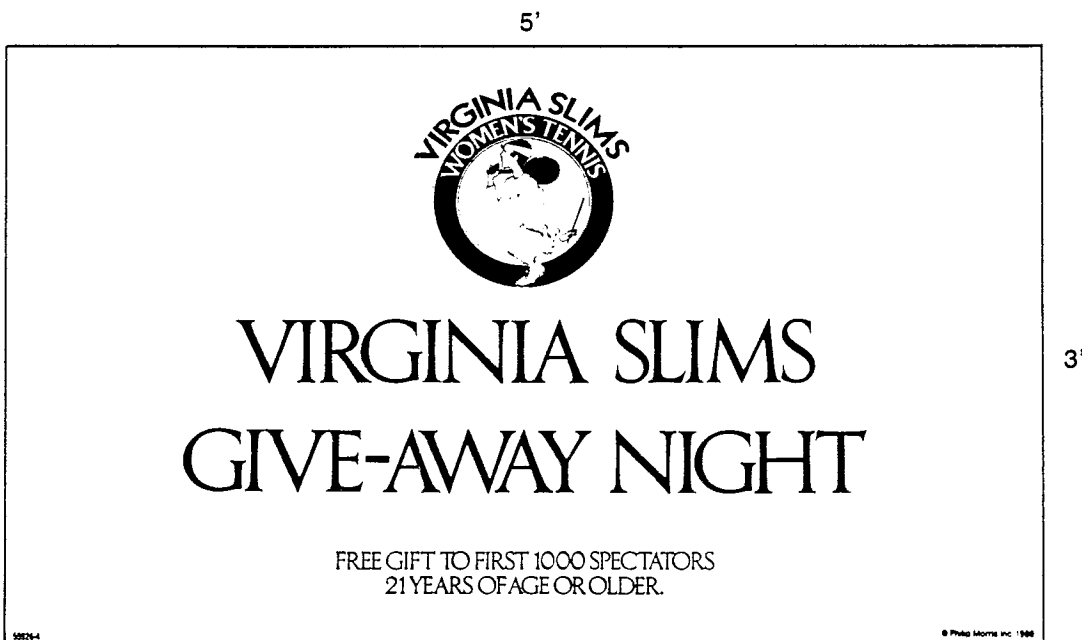
* THE NUMBERS IN BRACKETS INDICATE THE QUANTITY OF
EACH VERSION CONTAINED IN ONE KIT.

2041002687

GIVE-AWAY NIGHT SIGNS



FULL COLOR LOGO, BLACK COPY PRINTED ON WHITE CARDBOARD



NOTE: CERTAIN EVENTS REQUIRE GIVE-AWAY DAY SIGNAGE

2041002688

MANUAL SCOREBOARD

VIRGINIA SLIMS TENNIS											
ABC								0			
4'											
6'											

WHITE COPY ON BLUE (PMS 280C) HARD MOLDED PLASTIC
WITH WOOD FRAMES.

NAME AND NUMBER SET INCLUDED:

- 8³/₄" x 9" NAME STRIPS OF LAST NAMES FOR TOP 50 SINGLES
AND TOP 50 DOUBLES.

WHITE COPY ON BLUE HARD VINYL.

- 8³/₄" x 4" INDIVIDUAL ALPHABET LETTERS.

WHITE COPY ON BLUE HARD VINYL.
10 OF EACH LETTER.


- 8³/₄" x 4" INDIVIDUAL NUMBERS
0 THROUGH 7.

WHITE COPY ON BLUE HARD VINYL.
6 OF EACH NUMBER.

2041002689

**OVERSIZED SINGLES
PRESENTATION CHECK**

18"

	VIRGINIA SLIMS OF OKLAHOMA	<u>February 24, 1991</u>
Pay to the order of		\$27,000⁰⁰
Twenty-seven Thousand Dollars - - - - -		
Winner	<i>Virginia Slims Tennis</i> <small>(Not Negotiable)</small>	

FULL COLOR LOGO AND BLACK COPY ON WHITE 36"
VARNISHED FOAMCORE.

2041002690

DECAL KIT



16" DIAMETER



12" DIAMETER



10" DIAMETER



7 1/2" DIAMETER



5 1/2" DIAMETER

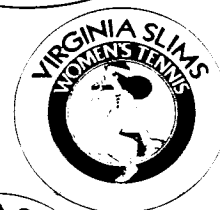
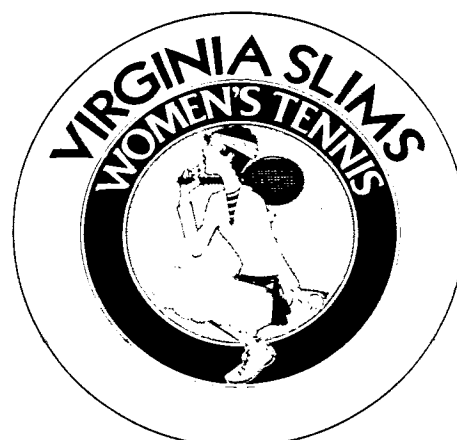
FULL COLOR LOGOS.

2041002691

MINI DECAL SHEET



FULL COLOR LOGOS.



2041002692

TOURNAMENT MATERIALS

NAMED EVENTS

5	Black & white logo sheets
5	Color logo sheets
4,000	8-1/2" x 11" letterhead
2,000	Second sheets
6,000	#10 Envelopes
500	10" x 13" envelopes
50	Ceramic ashtrays
1,000	Cold cups
1,000	Hot cups
*16	Player's and lineperson's chairs
*16	Chair seats & backs
*4	3' x 7' V.S. Tennis banners
*1	Ginny logo-only banner - 3' x 3'
*6/8	Event named banners 3' x 20' or 3' x 25'
480	Towels
120	Ball person T-shirts
144	Volunteers T-shirts
1 kit	Information signs (w/arrows)
1 set	Operations credentials
TBD	Lanyards/clips
*2	Scoreboards, name/number/alpha sets
1	Pro Shop concession booth
TBD	Pro Shop concession items
400	Box seat signs
6	Concession umbrellas (to be returned to Virginia Slims)
up to 10	Flags (as requested)
200	10" x 13" Tyvek Envelopes (w/PM return address)
500	Press Kit Folders
1	Decal Kit (50 decals per kit)
25	Mini-decal Sheets

*Promoter stores each year - order only if needed.

2041002694

1991
TOURNAMENT MATERIALS REQUEST FORM

Virginia Slims of _____

<u>Description</u>	<u>Gratis</u> <u>Quantity</u>	+	<u>Quantity</u> <u>Requested</u>	<u>Total</u> <u>Quantity</u> <u>= Requested</u>	<u>Due Date</u>
<u>Logo Sheets:</u> B/W	5		<u>/No Charge</u>	_____	_____
<u>Logo Sheets:</u> Color	5		<u>/\$10/Each</u>	_____	_____
<u>Letterhead:</u> 8.5"x11"	4,000		<u>/\$72/1,000</u>	_____	_____
<u>Second Sheets:</u>	2,000		<u>/\$30/1,000</u>	_____	_____
<u>#10 Envelopes:</u>	6,000		<u>/\$66/1,000</u>	_____	_____
<u>Envelopes:</u> (10 x 13)	500		<u>/\$100/1,000</u>	_____	_____
<u>Tyvek Envs.</u> (10 x 13) (w/PM return address)	200		<u>/\$35/10</u>	_____	_____
<u>Press Kit Covers:</u>	500		N/A	_____	_____
<u>Ceramic Ashtrays:</u> Hospitality Room	50		<u>/\$65/25</u>	_____	_____
<u>Cold Cups:</u> Hospitality Room/ On-Court/ Players' Lounge	1,000		<u>/\$120/1,000</u>	_____	_____
<u>Hot Cups:</u> Hospitality Room/ On-Court/ Players' Lounge	1,000		<u>/\$35/1,000</u>	_____	_____

2041002695

<u>Description</u>	<u>Gratis</u> <u>Quantity</u>	+	<u>Quantity</u> <u>Requested</u>	<u>Total</u> <u>Quantity</u> = <u>Requested</u>	<u>Due Date</u>
--------------------	----------------------------------	---	-------------------------------------	---	-----------------

Players' and
Linesmens Chairs:

(or seats and backs only)

16

/\$55/ea.

(Please check current inventory before ordering)

Banners:

3' x 20'

6

N/A

or

3' x 25'

6

N/A

3' x 7'

4

N/A

3' x 3' (Material only - Promoter Screens presenter logo)

2

N/A

3' x 3' (Logo only)

1

N/A

(Please check current inventory before ordering)

Towels:

(On-court for
Main Draw only)

480

/\$36/dz

Ball Person T-Shirts:

120

/\$32/dz

Note: Shipped in dozens Medium _____
 Large _____
 X-Large _____
 TOTAL _____

Volunteers T-Shirts:

up to 144

/\$40/dz

Note: Shipped in dozens Medium _____
 Large _____
 X-Large _____
 TOTAL _____

2041002696

<u>Description</u>	<u>Gratis</u> <u>Quantity</u>	+	<u>Quantity</u> <u>Requested</u>	<u>Total</u> <u>Quantity</u> <u>= Requested</u>	<u>Due Date</u>
<u>Information Signage Kit:</u>	1 Kit		N/A	1 Kit	_____
Ball Person	1				
Interview Room	2				
Locker Room					
(Players Only)	1				
Massage Therapist	1				
Players Lounge	1				
Media Center	2				
Tournament Office	1				
Umpires	1				
Virginia Slims Office	1				
Kraft General Foods Office	1				
WTA Office	1				
WTA Trainer	1				
Reception	3				
Logo only (blanks)	30				
Official Car	10				
Exit	4				
Will Call	2				
Volunteers	1				
Daily Sales	2				
Advance Sales	2				
Tickets	2				
Transportation	<u>5</u>				
Total Signage Kit:	75				
(15 stick-on arrows included)					

<u>Decal Kit:</u>	1 kit			
(50 sheets per kit)		/ \$185/each	_____	_____
<u>Mini Decal Sheets:</u>	25			
		/ \$1.50/each	_____	_____

<u>Credentials:</u>	1 set	N/A	<u>1 set</u>	_____
Ball Person	125			
Vendor	50			
Player	125			
Player Guest	125			
Special Guest	75			
Staff	75			
Umpire	75			
VIP	75			
Presenter	30			
Official	75			
Usher	100			
Volunteer	200			

2041002697

<u>Description</u>	<u>Gratis</u> <u>Quantity</u>	+	<u>Quantity</u> <u>Requested</u>	<u>Total</u> <u>Quantity</u> = <u>Requested</u>	<u>Due Date</u>
<u>Box Seat Signs</u>	400		N/A	_____	_____
<u>Scoreboard/Name 6'x4'</u> <u>Number/Alpha Sets:</u>	2		(Outdoor events)	_____	_____
			/\$755/ea.	_____	_____
<u>*Concession Umbrellas</u>	6		N/A	_____	_____
<u>Flags</u>	up to 10		N/A	_____	_____
<u>Golf Umbrellas:</u>	6		/\$12/each	_____	_____

* Concession umbrellas not returned within 10 days following tournament will be billed to promoter at a cost of \$100 each.

ITEMS SHIPPED AUTOMATICALLY

<u>Description</u>	<u>Gratis</u> <u>Quantity</u>	+	<u>Quantity</u> <u>Requested</u>	<u>Total</u> <u>Quantity</u> = <u>Requested</u>	<u>Due Date</u>
<u>Pro Shop</u> <u>Concession Booth:</u>	1		N/A	1	_____

2041002698

TOURNAMENT MATERIALS REQUEST FORM
NON-NAMED EVENTS

1991 SHIPPING INSTRUCTIONS

Items to be Shipped:

Arena Address:

Items to be Shipped:

Printer's Address:

Items to be Shipped:

Office Address:

Items to be Shipped:

Additional Address:

2041002699

2041002700



TOURNAMENT MATERIALS
NON-NAMED EVENTS

Sent Upon Request

- . Notepads - 4"x 6"
- . Notepads - 7 1/2"x 10 1/2"
- . Pens
- . Pencils
- . Ceramic ashtrays
- . Cold cups
- . Hot cups
- . Matches
- . Concession umbrellas (to be returned to Virginia Slims)
- . Box Seat signs
- . Luggage tags
- . Information signs
- . Towels
- . Linesperson's chairs (to be returned to Virginia Slims)

2041002701

TOURNAMENT MATERIALS REQUEST FORM

NON-NAMED EVENTS

Tournament Name _____

Materials may not be altered in any way without prior approval from Virginia Slims.

<u>Description</u>	<u>Quantity</u>	<u>Cost Each</u>	<u>Due Date</u>
<u>Ceramic Ashtrays:</u> Hospitality Room	50	Gratis	_____
<u>Cold Cups</u> Hospitality Room/On Court/Players' Lounge	1,000	Gratis	_____
<u>Hot Cups</u> Hospitality Room/On Court/Players' Lounge	1,000	Gratis	_____
* <u>Players' and</u> <u>Linesmen's Chairs:</u> w/seats & backs	16	_____ /\$75/ea. (If not returned within 2 weeks)	_____
<u>Towels:</u> (On-Court for Main Draw only)	120	_____ /\$360/120	_____
Luggage Tags (VIP/Media Gift)	100	_____ /\$1.50/ea.	_____

* Item to be returned to Virginia Slims within two weeks of end of tournament. Call Nancy Zimbalist, (212) 878-2883 for shipping instructions.

2041002702

<u>Description</u>	<u>Quantity</u>	<u>Cost Each</u>	<u>Due Date</u>
<u>Information Signs:</u>	1 Kit	\$465.00 (per kit)	_____
Ball Person	1		
Interview Room	2		
Locker Room			
(Players Only	1		
Massage Therapist	1		
Players's Lounge	1		
Media Center	2		
Tournament Office	1		
Transportation	5		
Umpires	1		
Virginia Slims Office	1		
Kraft General Foods			
Office	1		
WTA Office	1		
WTA Trainer	1		
Reception	3		
Logo only (blanks)	30		
Official Car	10		
Exit	4		
Will Call	2		
Daily Sales	2		
Volunteers	1		
Advance Sales	2		
Tickets	2		

(15 Perm/Stick Arrows are also included)

Box Seat Signs
(to be overprinted
by individual
tournament)

400

Gratis

*Concession Area

Umbrellas

5

\$95 each
(if not returned within 2 weeks)

* Item to be returned to Virginia Slims within two weeks of end of tournament. Call Nancy Zimbalist, (212) 878-2883, for shipping instructions.

2041002703

TOURNAMENT MATERIALS REQUEST FORM
NON-NAMED EVENTS

1991 SHIPPING INSTRUCTIONS

Items to be Shipped:

Arena Address:

Items to be Shipped:

Printer's Address:

Items to be Shipped:

Office Address:

Items to be Shipped:

Additional Address:

2041002704

PRO SHOP

2041002705

PRO SHOP
(ALL PRO SHOP MATERIAL DISTRIBUTION IS ADMINISTERED BY
GENERAL FOODS IN KANKAKEE)

Promoter Ordering Merchandise

- . Coordinator, Operations, sends to Kankakee tournament information and promoter contact list.
- . Manager, Virginia Slims Tennis, sends the promoter a letter explaining Pro Shop procedures (see Master Letter - Communications with Promoter).
- . Coordinator, Operations, sends sample merchandise to promoter.
- . Kankakee sends an order form to the promoter two (2) months prior to the event.

Shipping Merchandise

- . All merchandise is shipped from Kankakee to promoter.

Shipping Pro Shop Booth

- . Coordinator, Operations, orders from The Color Wheel.
- . Routing schedule for delivery and pick-up is produced by Coordinator, Operations.

Returning Merchandise

- . Promoter has thirty (30) days to return merchandise to Kankakee at promoter's expense.
- . Kankakee sends copy of receipt to Coordinator, Operations.

Returning Pro Shop Booth

- . Pick-up is part of the routing schedule and is a Virginia Slims expense.

SCHEDULE FOR ORDERING AND PRODUCING NEW MERCHANDISE

- . May: Reevalue materials for following year.
- . July: Materials must be ordered. An order form is produced by Kankakee in conjunction with Coordinator, Operations.
- . September: All pieces are sent to Kankakee with tournament information and promoter contact list.

TOURNAMENT PRODUCED ITEMS SOLD IN PRO SHOP

All tournament produced items sold in Pro shop must have prior approval from Virginia Slims.

2041002706

VIRGINIA SLIMS PRO SHOP
CONCESSION ORDER FORM

Please complete the following information. Return your order to Nancy Zimbalist.

Tournament Title: _____ Tournament Date: _____

Bill To: _____ Ship To: _____

Telephone Area Code: _____ Telephone: _____

Date Required: _____ (Please allow four weeks for order processing and transportation of merchandise.)

Quantity	Item Description	Size	Unit Cost
	Duffle Bag		\$12.50
	Fanny Pack		\$3.00
96	Pedro City T-Shirt (NOT RETURNABLE FOR CREDIT)	M	\$5.50
204	Pedro City T-Shirt (NOT RETURNABLE FOR CREDIT)	L	\$5.50
204	Pedro City T-Shirt (NOT RETURNABLE FOR CREDIT)	XL	\$5.50
	Ginny Sweatshirt	M	\$6.50
	Ginny Sweatshirt	L	\$6.50
	Ginny Sweatshirt	XL	\$6.50
	Ginny T-Shirt	M	\$4.00
	Ginny T-Shirt	L	\$4.00
	Ginny T-Shirt	XL	\$4.00
	Ball in Box Sweatshirt	M	\$7.50
	Ball in Box Sweatshirt	L	\$7.50
	Ball in Box Sweatshirt	XL	\$7.50
	Ball in Box T-Shirt	M	\$4.50

2041002707

Quantity	Item Description	Size	Unit Cost
	Ball in Box T-Shirt	L	\$4.50
	Ball in Box T-Shirt	XL	\$4.50
	Polo Shirt	L	\$15.50
	Polo Shirt	XL	\$15.50
	Panama Hat	M	\$6.50
	Panama Hat	L	\$6.50
	Tennis Cap - Orange	*	\$4.00
	Tennis Cap - Blue	*	\$4.00
	Tennis Cap - Yellow	*	\$4.00
	Towels		\$4.50
	Golf Umbrella		\$12.50
	Tote Bag		\$8.50
	Luggage Tag		\$2.50
	Oversized T-Shirt	*	\$10.50
	Pedro Sweatshirt	M	\$8.00
	Pedro Sweatshirt	L	\$8.00
	Pedro Sweatshirt	XL	\$8.00
	Pedro T-Shirt	M	\$4.50
	Pedro T-Shirt	L	\$4.50
	Pedro T-Shirt	XL	\$4.50
	Mock Turtle Shirt L/S	L	\$15.50
	Mock Turtle Shirt L/S	XL	\$15.50
	Water Bottle		\$2.50
	Polybags		N/C

* ONE SIZE FITS ALL

2041002708

**VIRGINIA SLIMS PRO SHOP
CONCESSION RETURN AUTHORIZATION FORM**

Tournament Title _____

Tournament Date _____

Authorization to return balance of our original order no. _____ is hereby given. Please indicate quantity of materials being returned in the column below. Return of merchandise must be received in Kankakee within 30 days after the close of the tournament or you will be billed for the entire shipment of Virginia Slims concession items originally sent to you. Please insure your shipment for the value of the items being returned. An invoice will be mailed to you covering the amount of merchandise sold during your tournament.

Merchandise Being Returned From:

Return To:

PROMOTIONAL SERVICES CTR.
Attn: Virginia Slims Dept.
3 Stuart Drive
Kankakee, IL 60902

Date of Shipment: _____

NOTE: If you should have any questions regarding your return(s), please call Area Code 815 - 937-7043 for assistance.

INVEN- TORY NO.	ITEM DESCRIPTION/SIZE	QTY ORIG. REC'D	QUANTITY BEING RETURNED	QTY OF MDSE. TO BE BILLED (ORIG - RET)	COST PER ITEM	TOTAL
119058	VS Embroidered Sweatshirt/M				\$ 25.00	\$
119059	VS Embroidered Sweatshirt/L				25.00	
119060	VS Embroidered Sweatshirt/XL				25.00	
114731	White Golf Shirt/M				10.00	
114732	White Golf Shirt/L				10.00	
114733	White Golf Shirt/XL				10.00	
114734	White Sweatshirt/M				7.00	
114735	White Sweatshirt/L				7.00	
114736	White Sweatshirt/XL				7.50	
114737	White Tennis Cap				3.25	
114738	Blue Tennis Cap				3.25	
114739	Blue Duffel Bag				4.10	
114740	Blue T-Shirt/M				3.75	
114741	Blue T-Shirt/L				3.75	
114742	Blue T-Shirt/XL				3.75	
119062	Mock Turtle Foil Sweatshirt/M				12.50	
119063	Mock Turtle Foil Sweatshirt/L				12.50	
119064	Mock Turtle Foil Sweatshirt/XL				12.50	
119061	Oversize Nightshirt/one size				9.50	
119065	'89 White T-Shirt(new logo)-M				7.00	
119066	'89 White T-Shirt(new logo)-L				7.00	
119067	'89 White T-Shirt(new logo)-XL				7.00	
109126	Pro Shop Bag				No Charge	

Copy distribution:

Copy 1	Return to Promotional Services Center using envelope provided
Copy 2	Packing Slip to accompany shipment
Copy 3	Promoter retains
Copy 4	PSC, Kankakee



PHILIP MORRIS

U.S.A.

120 PARK AVENUE, NEW YORK, N.Y. 10017 TELEPHONE (212) 880-5000

January 15, 1991

Ed Klimkowski
The Color Wheel
227 East 45th Street
New York, NY 10017

Dear Ed:

Enclosed is the Virginia Slims tournament schedule for 1991.
Please arrange to have one of the three rotating ProShop booths
delivered to each site the week preceding the tournament.
Pick-up will either be arranged by you or me depending on where
the booth goes next.

Sincerely,

Nancy Zimbalist
Operations Coordinator
Virginia Slims Tennis

2041002710



VIRGINIA SLIMS

PRO-SHOP

SET-UP INFORMATION

AND INSTRUCTIONS

227 E. 45 St. N.Y., N.Y. 10017 (212) 697-2434

Virginia Slim Modular Display Information

The following pages will give simple easy to set up instructions packing and shipping information.

These "Large than Life" Graphic Displays require NO TOOLS TO SET UP.

For the next set up group please carefully pack materials in the numbers cases.

Case #	1	Backwall
Case #	2	Backwall & 1 Front Counter
Case #	3	Front Counter
Case #	4	Table Tops & Accessories

If during setup or take down you experience any difficulties or problems don't hesitate to call Ed Klimkowski at The Color Wheel, Inc. (212)-697-2434.

Best of Success,

Sincerely,

Ed Klimkowski

2041002711



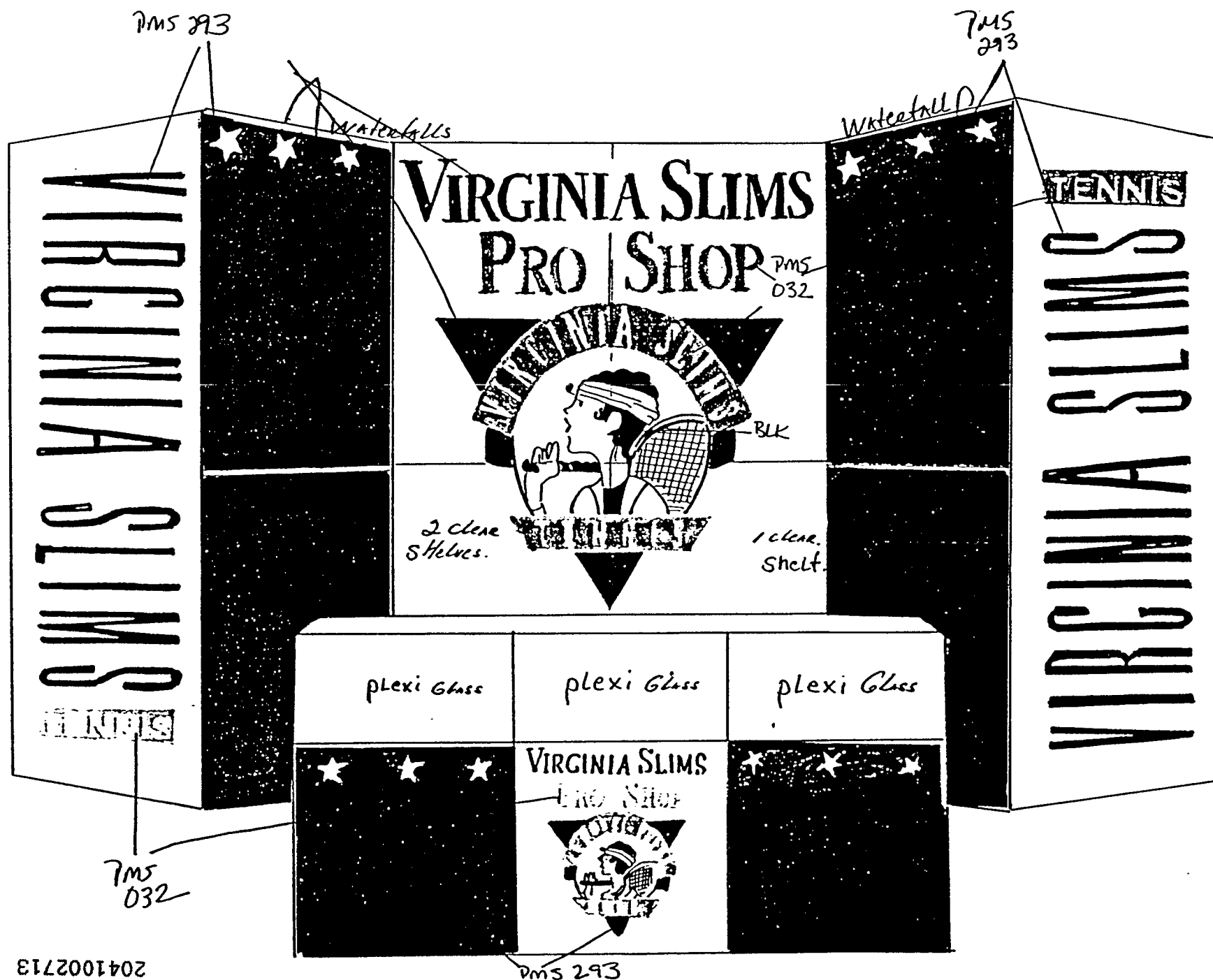
227 E. 45 St. N.Y., N.Y. 10017 (212) 697-2434

MASTER PACKING LIST

- 1 Black 8 Panel Backwall - Virginia Slims Tennis
- 1 Black 4 Panel Backwall - Virginia Slims Tennis
- 2 Black hinged connectors to join 8 panel and 4 panel counters together.
- 3 Clear plexi shelves 12" deep
- 2 Waterfall 3 notch garment hangers. They clip on top of backwall panel which has "stars" on the panels.
- 1 Black 8 panel with 2 - 12" clear plexi panels in front of display counters.
- 1 Black 4 panel with 1 - 12" clear plexi panels in front of display counters.
- 3 Clear plexi tops for display counters
- 3 Black plexi inside tops for display counters
- 2 Black vertical counter connectors to join 8 panel counter and 4 panel counter to have 90" of attached counters
- 4 Gray hard molded shipping cases

2041002712

#2



2041002713

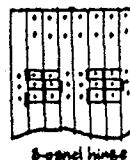


8-PANEL INSTRUCTION SHEET •SET-UP•

STEP 1

Locate front of unit and position upright with "hinged side" facing you.

Divide unit into upside-down "V" shape.



Step 1



STEP 2

Stand in front of unit and place right hand on upper outside right group of panels, using right foot at base for stability.

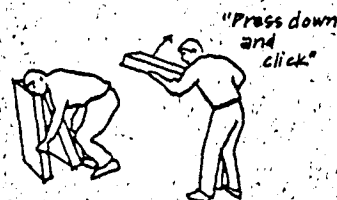
Step 2



STEP 3

Lift left group of panels until unit is upright, making certain all frames align vertically and horizontally. Then...be sure entire framework "clicks" into place.

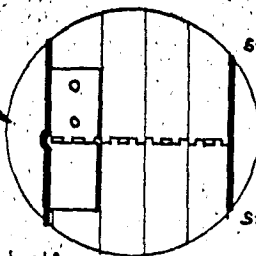
Step 3



STEP 4

Spread left and right panels by grasping lower half of entire unit. (IMPORTANT: when changing configurations or moving unit, always grasp lower half of entire unit.)

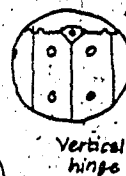
Step 4



Step 5

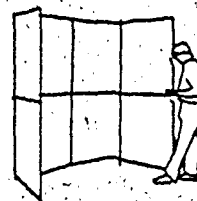
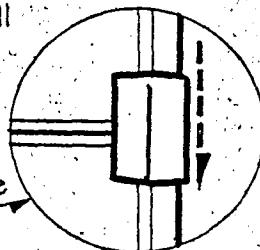
STEP 5

To complete set-up...place right foot at base of center hinged panels, and at the same time pull both left and right panels toward you.



STEP 6

Panel locking device slides down to lock top and bottom panels of unit. Do not remove locking device from unit.



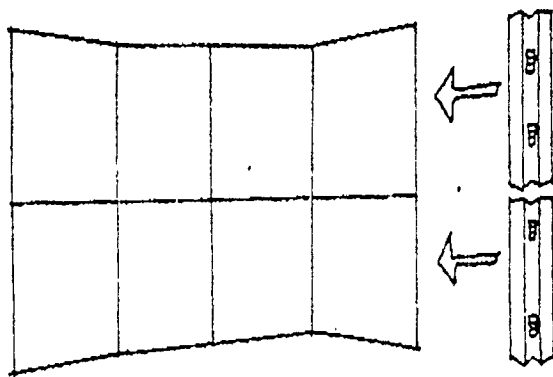
•TAKE-DOWN•

The 8-panel display is taken down by reversing Steps 1-6.

SET-UP INSTRUCTION SHEET

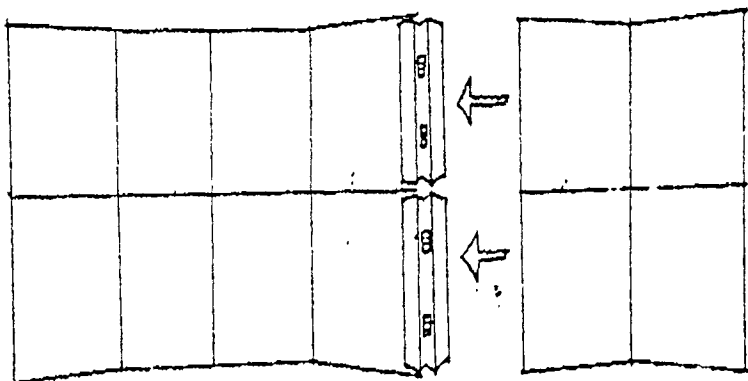
Connecting an 8 panel unit to a 4 panel unit =

STEP 1.



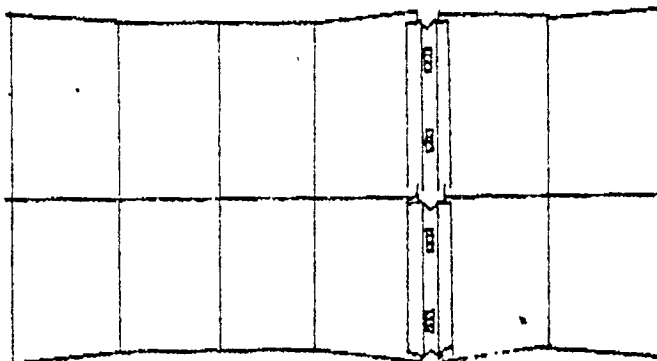
Attach unit hinge connectors by sliding over existing framework as shown.

STEP 2.



Attach 4 panel unit to open side of unit hinge connectors by sliding unit into connector until it clamps into unit.

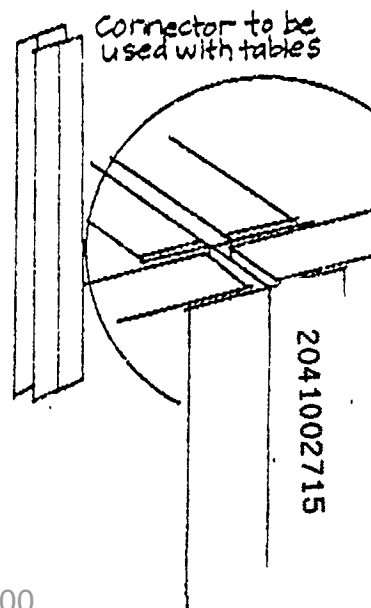
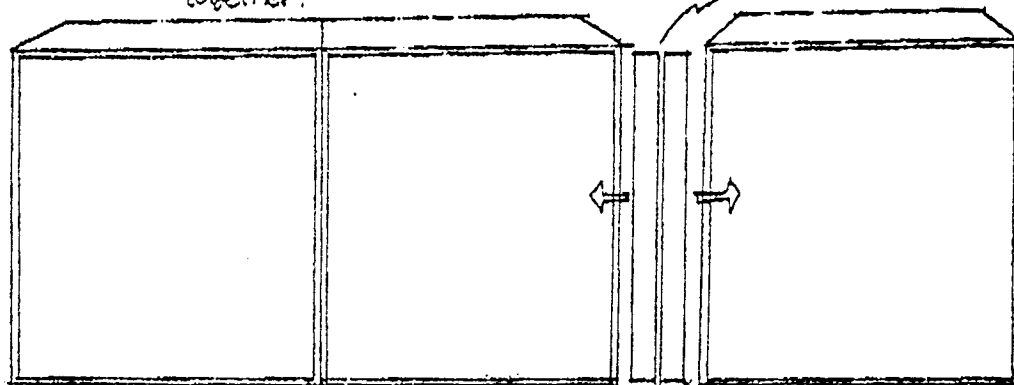
STEP 3.



When properly attached, the hinge connectors will enable you to move the now "12" panel unit into any number of configurations (Hinge rotates 180°).

3. Connecting 2 tables =

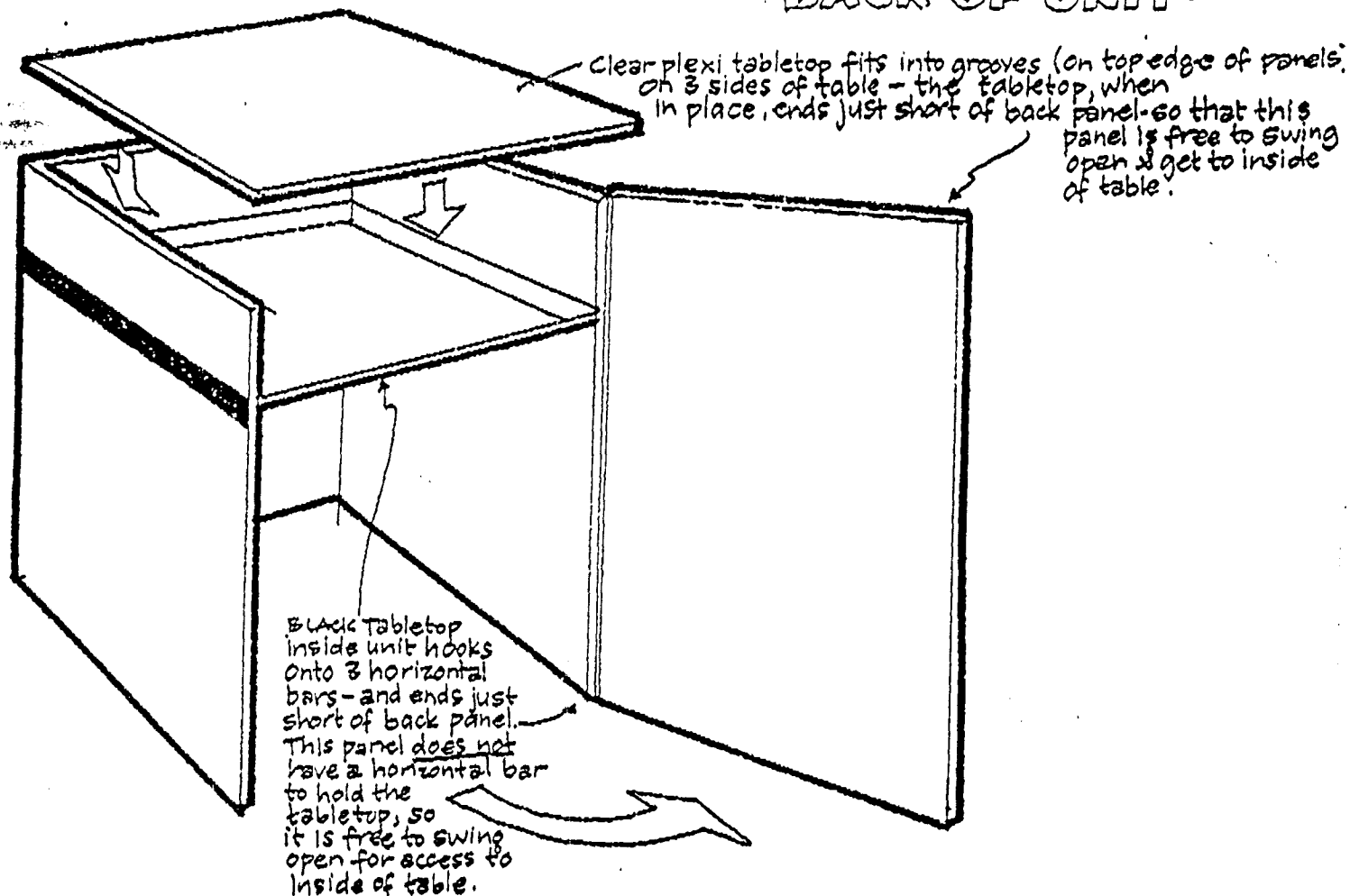
Clamp connector over back panels of tables as shown to hold tables together.



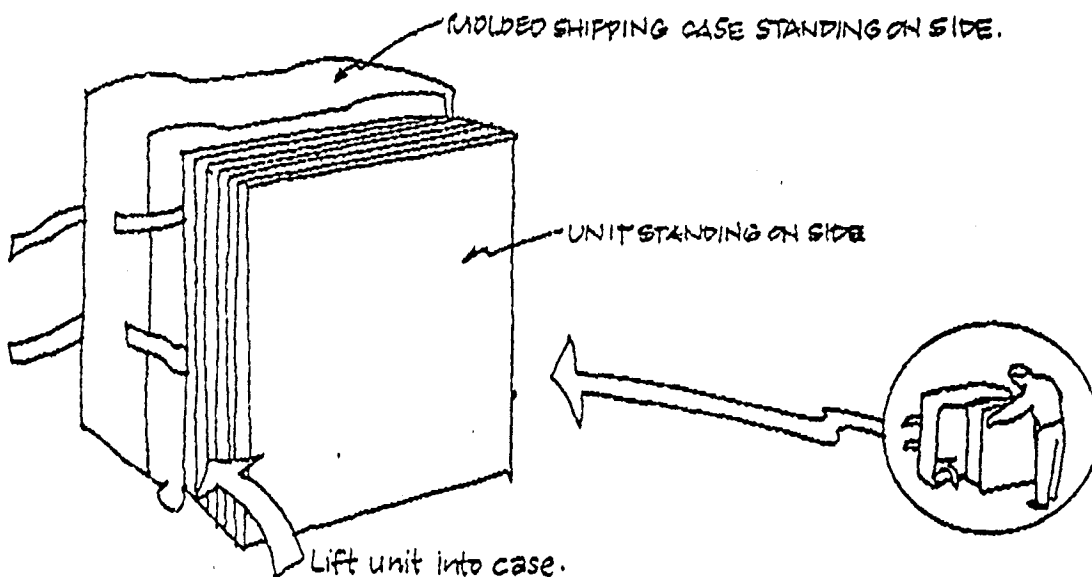
Connector to be used with tables

2041002715

BACK OF UNIT.



NOTE: When packing tables into boxes for shipping, hold unit 2 case upright and lift unit onto lip of case. The tables are loaded with masonite & plexi, which makes them heavier than usual. Loading the units into the cases this way is easier than lifting the entire unit into a case that is lying on the floor.



2041002716



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BACKWALL

TOTAL OF 12 PANELS:

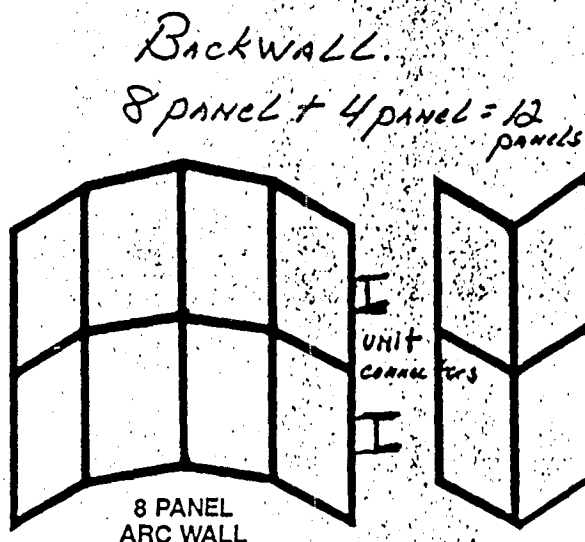
1-8 PANEL

1-4 PANEL

SET UP 8 PANEL UNIT FIRST

SET UP 4 PANEL UNIT NEXT TO 8 PANEL

USING THE 2 BLACK HINGED CONNECTORS PROVIDED, JOIN THE 8 PANEL AND 4 PANEL UNITS TOGETHER, MAKING COMPLETE BACKWALL OF DISPLAY; 12 PANELS.



2041002717



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BACKWALL SET UP

- STEP I Set up Backwall first. Total of 12 panels.
- STEP II From case #1 - 8 panels; Follow provided set up instructions.
 From case #2 - 4 panels
- Put black straps back into shipping case so as not to lose
 them. They will be put around each unit when repacking.
- STEP III Join 8 panel unit with 4 panel unit using 2 black hinged
 connectors.

2041002718



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TAKE DOWN

BACKWALL - Total 12 panels (8 Panel unit and 4 Panel unit)

REMOVE 2 hinged connectors from 8 panel unit and 4 panel unit.
PLEASE DO NOT LOSE THEM.

Remove waterfall garment hangers from top panels.

Remove plexi shelves.

Fold down 8 panel display following provided instructions.
Put black strap around display when it is folded down.

Fold down 4 panel display. Put black strap around display when
it's folded down.

Put displays back in same numbered cases.

DO NOT FORGET:
2 Black hinged connectors
2 Waterfall garment hangers
3 plexi straight shelves

2041002719



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FRONT COUNTER DISPLAYS

THEY ARE FORMED BY USING 1 - 8 PANEL BLACK DISPLAY (60" long) AND 1 - 4 PANEL DISPLAY (30" long). TOTAL DISPLAY COUNTERS = 90" LONG.

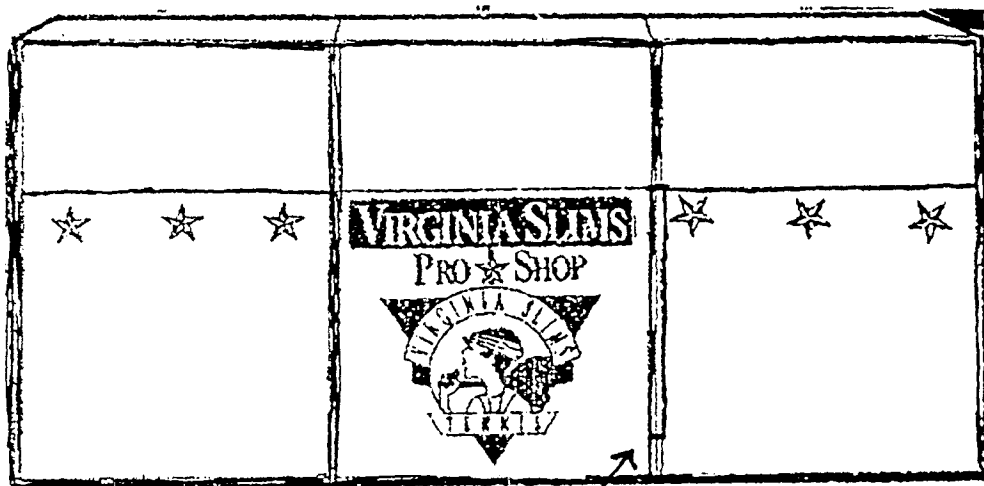
THE 60" COUNTER IS JOINED TO THE 30" COUNTER WITH 2 BLACK COUNTER CONNECTORS, VERTICALLY AFFIXED TO THE END OF THE 8 PANEL UNIT. ONE CONNECTOR JOINS THE COUNTERS IN THE FRONT; THE OTHER IN THE BACK.

BLACK PLEXI TABLES GO ON THE INSIDE OF THE COUNTERS AND ARE SUPPORTED ON 3 SIDES, I.E. THE FRONT AND 2 SIDES.

THE PLEXI TABLES GO BEHIND EACH OF THE BLACK BARS WHICH ARE ALREADY LOCATED ON 3 SIDES.

THE CLEAR PLEXI TABLES GO ON TOP OF THE COUNTERS.

ALL BACK DOORS OF COUNTERS WILL OPEN WITHOUT REMOVING TABLES.



* These connectors fit
ON VERY TIGHTLY

Joined in front & back with
2 vertical counter connectors.

2041002720



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COUNTER SET UP INSTRUCTIONS

- STEP I From case #3, 8 panel unit will form 60" of front counter.
- STEP II From case #2, 4 panel unit will form 30" of front counter.
Join 60" counter with 30" counter with 2 vertical connectors.
- From case #4, 3 black plexi tops go in the inside of each counter. They go behind the black horizontal bars which are located on 3 sides of each counter.
- STEP III 3 clear plexi tops go on top of each display counter.
All back doors of the counter displays will open without taking off the plexi tables.
- STEP IV Place the waterfall garment hangers on top of panels in backwall that have "stars" on them.
- STEP V Place straight clear plexi shelves on panels below "stars" that have black horizontal bars in them. The shelves go behind the bar and in front of the panel.

2041002721



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TAKE DOWN - FRONT DISPLAY COUNTERS

- STEP I Remove front and back 2 Black vertical counters.
Keep these 2 pieces together. This will split counters
into 2 sections: 1 section is 60"; 2nd section is 30".
- STEP II Remove 3 Black plexi tables from inside of display counters.
By placing your palm under center of black plexi table,
slightly tap up on table. This will get the table up from
behind the black bars.
- STEP III Remove 3 clear plexi tables from top of counters.
- STEP IV Close 8 panel display counter and replace black strap around
display. Pull black strap firmly.
- STEP V Close 4 panel display counter and replace black strap around
display. Pull strap firmly.
- STEP VI Put counters back into same shipping containers.
DO NOT FORGET to keep 2 Black vertical counter connectors
together.

2041002722



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REPACKING

Replace all materials back in the same numbered cases. Please allow next Set-Up Group to follow these instructions.

Before closing shipping cases, make sure black straps go around each display unit. Pull tight on straps.

Carefully wrap plexi tables (6 total - 3 black; 3 clear) with provided bubble wrapping paper. Place special attention to the CORNERS. THIS IS VERY IMPORTANT.

Carefully wrap 3 clear plexi shelves with bubble wrapping, using the same attention to the corners.

Carefully wrap the 2 waterfall hangers.

DO NOT PLACE ANYTHING on top of Backwall Display when they are in the hard shipping case, especially cases #1, #2 and #3.

In case #2, the 4 panel backwall display and the 4 panel front counter is all that should go in that shipping case. Total 8 panels.

2041002723



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SHIPPING

- 1) Federal Express - Overnight or 2 day air are best
- 2) DHL
- 3) Emery

*** ALWAYS ADD ADDITIONAL INSURANCE ON EACH SHIPPING CASE -

Case #1 - \$5,000.00 additional insurance should cost \$15-20. extra
Case #2 - \$5,000.00
Case #3 - \$3,000.00
Case #4 - \$1,000. - \$1,500 (plexi shelves, 9; 2 waterfalls
3 straight shelves)

WHEN SHIPPING, ALWAYS INCLUDE CONTACT PERSON NAME AND TELEPHONE NUMBER.

EACH UNIT IN CASE WEIGHS APPROXIMATELY 65 lbs.

2041002724

SALES FORCE INVOLVEMENT

2041002725

SALES FORCE INVOLVEMENT

ELEMENTS MEMO (Step #1)

- . Coordinator, Operations, drafts elements memo to selected SOPM's under signature of Director, Headquarters Sales (sample attached).
- . Coordinator, Operations, reviews elements memo with Manager.
- . Coordinator, Operations, sends cover memo to Coordinator, HQ Sales outlining contents of elements memo. Coordinator, HQS forwards elements memo to selected SOPM's. (It is the responsibility of the Coordinator, Operations, to ensure that HQS sends memo in a timely fashion.)
- . Coordinator, Operations, requests Sales Force contact names, POS addresses and phone numbers (Contact List) to be RapiComed to Coordinator, HQS.

STEPS #2 AND #3

- . Coordinator, Operations, distributes Sales Force contact list to VS personnel, promoters and PR Affiliates. (see Step #2)
- . Using Contact List as a guide, Coordinator, Operations, sends tournament-specific information to appropriate Sales Force contact. (see Step #3)

TICKET ALLOCATIONS

- . Coordinator, Operations, sends promoter allocation to be split between Virginia Slims on-site Manager, Operations, and Sales Force (sample form attached).
- . Sales Force arranges pick-up of their tickets directly with the promoter.

GIVEAWAY NIGHT (Currently not in effect. The following guidelines apply if reinstated).

- . Promoter determines the night.
- . Coordinator, Operations, ships the item. (500 items to Tier IV events; 1,000 items to Tier I, II and III events).
- . Coordinator, Operations, notifies Sales Force when and how many staff (see Step #3 of Communication to Sales Force).
- . Coordinator, Operations, ships materials to Sales Force warehouse.
- . On-site Manager, Operations, contacts Sales Force upon arrival at tournament.

2041002726

SALES FORCE INVOLVEMENT
(Page Two)

- . On-site Manager, Operations, coordinates location with promoter.
- . Credentials are not always needed for the Giveaway Day/Night staff. Sales Force tickets should be used to give them access to the tournament site.

PARTY

- . Trade Relations contacts Sales Force about preferred date and time.
- . Coordinator, Trade Relations, contacts promoter about availability of preferred date and time, then reserves space.
- . Coordinator, Trade Relations, confirms details to Coordinator, Operations.
- . Coordinator, Operations, reserves extra tickets for Sales Force. Trade Relations pays for them upon invoice from promoter.
- . Trade Relations is responsible for contacting promoter to set up room and menu.
- . Manager, Operations communicates party information to PR staff on-site.
- . Manager, Operations puts up signs informing/inviting players and escorts players to the party.

PURCHASING ADDITIONAL TICKETS FOR SALES FORCE PARTY

- . Coordinator, Operations, places the order with promoter for up to 100 additional tickets for the tournament session of the Sales Force Party at a 50% discount.
- . Invoice is sent directly from the tournament to Trade Relations.

DISTRIBUTION OF P.O.S. MATERIALS

- . Sales Force meets with the promoter and picks up P.O.S. materials 75 days in advance.
- . Coordinator, Operations ships posters and counter cards directly to Sales Force warehouse.
- . Sales Force distributes materials to all routine accounts.

SAMPLING

- . Does not take place at every tournament.
- . Schedule is coordinated with Coordinator, Operations, and Manager, Operations.

SALES FORCE INVOLVEMENT
(Page Three)

- . Samplers wear Virginia Slims t-shirt, sweatshirt or polo shirt sent from New York office by Coordinator, Operations.
- . Manager, Operations, reconfirms everything with Sales Force upon arrival at event.

CHECK PRESENTATION

Manager, Operations (or higher New York office representative) is the Master of Ceremonies for both singles and doubles presentation. Section Sales Manager hands over the check to the winner(s). (See Check Presentation format/On-site Operations - Named Events.)

2041002728

VIRGINIA SLIMS OF

TICKETS

	BOX		RESERVED SEATING	
	Virginia Slims Manager, Operations	Salesforce	Virginia Slims Manager, Operations	Salesforce
:00 AM MONDAY :00 PM				
:00 AM TUESDAY :00 PM				
:00 AM WEDNESDAY :00 PM				
:00 AM THURSDAY :00 PM				
:00 AM FRIDAY :00 PM				
:00 AM SATURDAY :00 PM				
:00 PM SUNDAY				

2041002729

COMMUNICATIONS TO SALES FORCE

Step #1

PHILIP MORRIS USA

INTEROFFICE CORRESPONDENCE

120 Park Avenue, New York, NY 10017

TO: Selected SOPM's
FROM: Doug Nelson
SUBJECT: 1990 Virginia Slims Tennis

DATE: February 1, 1990

February 12, 1990 will kick off 1990 Virginia Slims Tennis in Chicago. Once again Virginia Slims Tennis provides important exposure for the promotion of the brand, and thanks in part to the efforts of the field sales force, it has become recognized as a leader in the sponsorship of tennis by both sports officials and world class athletes.

This year Virginia Slims is planning to keep utilizing classic players such as Billie Jean King, Chris Evert as well as current stars Pam Shriver, Martina Navratilova and a host of others.

Sales force participation is requested in four areas. They include the following:

- placement of tournament POS
- trade hospitality
- give-away day/night
- site sampling

Tournament POS

The following items will be available for each Virginia Slims Tennis event:

- 750 posters announcing the tournament
- 37,500 brochures containing ticket information
- 750 counter cards (each counter card holds 50 brochures)

In most markets the posters and counter cards will be shipped directly to the Division Manager in charge of the program. The brochures are all overprinted locally by the promoter. Susan Graf, Coordinator, Operations, Marketing Promotions, NYO, will be in touch with each section office 4-6 weeks prior to the event regarding a pick-up location for the brochures.

2041002730

Once all the materials are received, the Division Manager should allocate the materials among as many Sales Representatives as needed for placement at retail.

Trade Hospitality

Each year the response from the field has been very favorable regarding trade hospitality. The Event Promotions Department will provide the following items in support of a hospitality function:

- * 150 tickets for the day/evening
- 1,000 cocktail napkins
- 1,000 cold cups
- 1,000 hot cups
- 1 case of matches
- * 150 T-shirts for customer gifts
- * 75 tournament programs with drawsheets

*These quantities are based on 150 attendees, however, it can be adjusted for each market.

Please note: Kathy Hookana and her staff will work with each sales office to coordinate location, menu and invitations to each party. Debra Miller is the Trade Relations coordinator responsible for hospitality.

Give-Away Day/Night

On Monday or Tuesday of tournament week, Virginia Slims gives away an incentive item (usually a T-shirt) to the first 500 or 1,000 spectators entering the event. Three to five Sales Representatives are needed for approximately 2 1/2 hours to assist in the distribution of these items to tournament attendees. The on-site Virginia Slims representative will work with each sales office concerning the distribution point for their tournament.

Sampling

Whenever possible, Philip Morris USA samplers should be present during the week's evening and weekend semi-final and final matches to distribute Virginia Slims sample 6's. If a Philip Morris USA sampler or Sales Rep is not available, arrangements should be made with a temporary help agency to have someone cover the week long event.

With the exception of the tournaments marked with an asterisk on the attached list, each section office will receive a sufficient quantity of sample 6's to cover the event. (There are sampling restrictions in some areas.)

2041002731

Sales Force Participation

As always, field sales participation is an important part of making this program a success. In helping to organize this program we will need the following information:

- The name and territory number of the Division Manager designated as the local contact
- The full address of the POS depot

Please fax the above information to Lynn Gambarelli, NYO, no later than February 9th.

Specific information regarding your local tournament will be made available under separate cover.

If you have any questions regarding this promotion, contact Susan Graf, extension 2883.



Attachments

cc: G. Chapman
J. Chaump
L. Gambarelli
S. Graf
D. Miller
S. Sabella
Selected Region Directors
Selected Section Sales Directors

2041002732

COMMUNICATIONS TO SALES FORCE
STEP 2

TO: Distribution DATE: April 9, 1989
FROM: Susan Graf
SUBJECT: Virginia Slims Sales Force Contacts

Attached is a listing of Sales Force Contacts for all Virginia Slims named events for the remainder of the year.

Please let me know if you have any questions.

DISTRIBUTION

J. Agnew
S. Barman
J. Bell
N. Bolger
I. Broeman
C. Brotman
K. Diamond
B. Hannan
T. Herrod
P. Land
T. Nunn
M. Robbins
J. Urban

2041002733

SALES FORCE CONTACTS

SOPM = Section Operations and
Planning Manager

SSD = Section Sales Director

CHICAGO

Larry Scanlon - SOPM
Philip Morris USA
300 North Martingale Road
Suite 700
Schaumburg, IL 60173
Contact Number: (708) 605-1414
Fax: 605-9348

WASHINGTON

Bob Pettinelli - Section Sales Director
Randy Decker - SOPM
600 East Jefferson Street
Suite 306
Rockville, MD 20852
Contact Number: (301) 738-2260
Fax: 340-2699

OKLAHOMA

Jim Day (35-01-00)
Philip Morris USA
980 Metropolitan
Oklahoma City, OK 73108
Monday or Friday: 8:00am-12noon

J. Paddock - SSD
R.A. Maglio - SOPM
14785 Preston Road
Suite 780
Dallas, TX 75240
Contact Number: (214) 387-8245
Fax: 458-2057

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SALES FORCE CONTACTS
(Page two)

PALM SPRINGS

Marty Faulk - SSD
Tom Pecanic - SOPM
Philip Morris USA
Biltmore Commerce Center
3200 East Camelback Road
Suite 299
Phoenix, AZ 85018
Contact Number: (602) 468-3009
Fax: 468-0327

Shipments to:

Bruce Randall (73-08-00)
Philip Morris USA
1928 Rustin Avenue
Riverside, CA 9250

BOCA RATON

Wade Lott - Section Sales Director
Gary Trentacosta - SOPM
800 Fairway Drive
Suite 150
Deerfield Beach, FL 33441
Contact Number: (305) 698-6600
Fax: 698-0074

HOUSTON

Ken Heps (36-06-00)
6821 Fulton
Houston, TX 77022
John Love - Section Sales Director
Joe Reed - SOPM
15600 John F. Kennedy Boulevard
Suite 110
Houston, TX 77032
Contact Number: (713) 449-0041
Fax: 449-4422

2041002735

SALES FORCE CONTACTS
(Page Three)

NEWPORT

Dave Simoneau - Section Sales Director
Ben Darden - SOPM
East Point Business Center
360 Tolland Turnpike
Suite 3-A
Manchester, CT 06040
Contact Number: (203) 649-4477
Fax: 649-9918

ALBUQUERQUE

Hector Medero (54-00-01)
Philip Morris USA
2801-A Broadbent Parkway
Albuquerque, NM 97107
Contact Number: (505) 252-1079

M. Faulk - Section Sales Director
T.L. Pecanic - SOPM
Biltmore Commerce Center
3200 East Camelback Road Suite 299
Phoenix, AZ 85018

LOS ANGELES

Talbert Bartholomew (55-00-01)
Redondo Torrance Mini-Storage
3701 Inglewood Avenue
Bins 1202 & 1203
Redondo Beach, CA 90278

J.R. Kuhlman - Director, Regional Sales
J. P. Henry - SSD
C. Evarkiou - SOPM
131 North El Molino
Suite 350
Pasadena, CA 91101-1872

Contact Number: (818) 792-2900
Fax: 792-4373

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SALES FORCE CONTACTS
(Page Four)

CALIFORNIA

Kelly Cutshall (53-10-00)
Philip Morris USA
30481 Whipple Road
Union City, CA 94587

D. Castleman - SOPM
Greg M. Kendall - SSD
5700 Stoneridge Mall Road
Suite 250
Pleasanton, CA 94566

Contact Number: (415) 463-2702
Fax: 463-3768

NASHVILLE

Perry Pugh (31-01-00)
Philip Morris USA
105 Westpark Drive
Suite 410
Brentwood, TN 37027

Contact Number: (615) 377-0107
Fax: 377-5930

NEW YORK

Gary Salvato - Section Sales Director
A.K. Keane - SOPM
Mitchell Field Corporate Center
Suite 304
1600 Stewart Avenue
Westbury, NY 11590

Contact Numbers: (718) 347-8835
(516) 683-1900
(212) 233-7520
Fax: (516) 683-1907

2041002737

SALES FORCE CONTACTS
(Page Five)

PHILADELPHIA

P.P. Paoli - SSD
R.A. Goulker - SOPM
Philip Morris USA
Great Valley Corporate Center
7 Great Valley Parkway
Suite 140
Malvern, PA 19355-1304
Contact Number: (215) 647-7690
647-7692
Fax: 251-9747

Shipments to:

American Way Movers
2 tadas lane
Exton, PA 19341
Attention: Alan Miller
VS of Philadelphia

2041002738

COMMUNICATIONS TO SALES FORCE

Step #3

PHILIP MORRIS USA

INTEROFFICE CORRESPONDENCE

120 Park Avenue, New York, NY 10017

TO: Joe Reed
FROM: Susan Graf *JS*
SUBJECT: Virginia Slims Tennis

DATE: January 26, 1990

Following is information regarding the Virginia Slims of Houston.

Tournament POS

Posters, counter cards and brochures will be sent to Ken Haps attention at 6821 Fulton Street, Houston, Texas.

Hospitality

Martha Claussen will pull your tickets the week of March 5th. Please call her at (713) 953-1111 midweek to arrange pick up of your tickets. Attached is a breakdown for your event.

Debra Miller is arranging your hospitality reception at the Westside Tennis Club on Saturday, March 31st, between 4:00 PM - 7:00 PM.

You will be receiving the following materials for hospitality:

- 200 nametags
- 200 nametag holders
- 72 ashtrays
- 300 cocktail napkins
- 150 T-shirts

Debra will arrange shipment of materials.

On-Site Operations

Three SR's are needed for Give-Away night on Tuesday, March 27th. Set up should begin at 5:00 PM since the doors open to the public at 6:00 PM. Anne Person will be on hand to help coordinate distribution. Anne will remain on-site for the duration of the week. You will receive 1,000 T-shirts to distribute on Give-Away Night. These will be sent to Ken Haps attention at 6821 Fulton Street. Anne will help you obtain T-shirts for your volunteers to wear that day.

2041002739

Virginia Slims Tennis
January 24, 1990
Page 2

You will receive the following items for sampling:

- ° 16 cases of sample 6's and sample 20's -
storage depot
- ° 5 sampling bins - storage depot
- ° 6 golfshirts - section office

If you have any questions, please call me at (212)
878-2883.

Thanks for all your help.

SG/dc

Attachments

cc: I. Broeman
K. Haps
K. Hookana
B. Perry
D. Miller
A. Person
D. Weissman

2041002740

VIRGINIA SLIMS OF HOUSTON

MARCH 26 - APRIL 1, 1990

TOURNAMENT SCHEDULE

MONDAY	7:00 PM
TUESDAY	NOON and 7:00 PM
WEDNESDAY	NOON and 7:00 PM
THURSDAY	NOON and 7:00 PM
FRIDAY	1:00 PM and 7:00 PM
SATURDAY	1:00 PM and 7:00 PM
SUNDAY	1:00 PM

- ° Trade Hospitality - Saturday, March 31st, 4:00 PM - 7:00 PM.
- ° T-shirt Night - Tues., March 27, 6:00 PM

2041002741

VIRGINIA SLIMS OF

TICKETS

	BOX		RESERVED SEATING	
	Virginia Slims Manager, Operations	Salesforce	Virginia Slims Manager, Operations	Salesforce
:00 AM MONDAY :00 PM				
:00 AM TUESDAY :00 PM				
:00 AM WEDNESDAY :00 PM				
:00 AM THURSDAY :00 PM				
:00 AM FRIDAY :00 PM				
:00 AM SATURDAY :00 PM				
:00 PM SUNDAY				

2041002742



Communications to Promoter

Regarding Sales Force

January 4, 1991

Mary Heath
Virginia Slims of Chicago
6044 Laurel Lane, #2411
Willowbrook, IL 60514

Dear Mary:

Please set aside the attached quantity of tickets for Virginia Slims of Chicago. Larry Scanlon from our Section Sales Office will contact you regarding the pickup of Sales Force tickets. Anne Person will be the Virginia Slims representative on site and will handle distribution of Virginia Slims tickets.

A mention of the Sales Force party should be included in the player information packet. The party will be held on Sunday, February 17th at the U.I.C. Pavilion from 11:00 A.M. to 1:00 P.M. All players and tournament staff members are invited.

At your earliest convenience, please fax me the seating diagram specifying the location of our box seats and reserved seats (Fax # 212-922-1462).

Thank you for your attention in this matter, and please let me know if there is anything I can do to ensure the success of Virginia Slims of Chicago.

Sincerely,

Nancy Zimbalist
Operations Coordinator
Virginia Slims Tennis

cc: D. Weissman
A. Person

2041002743

VIRGINIA SLIMS OF CHICAGO

TICKETS

	BOX		RESERVED SEATING	
	Anne Person	Salesforce	Anne Person	Salesforce
11:00 AM	12	12	15	35
MONDAY	-----	-----	-----	-----
7:00 PM	12	12	15	35
11:00 AM	12	12	15	35
TUESDAY	-----	-----	-----	-----
7:00 PM	12	12	15	35
11:00 AM	12	12	15	35
WEDNESDAY	-----	-----	-----	-----
7:00 PM	12	12	15	35
11:00 AM	14	10	25	25
THURSDAY	-----	-----	-----	-----
7:00 PM	14	10	25	25
11:00 AM	16	8	25	25
FRIDAY	-----	-----	-----	-----
7:00 PM	16	8	25	25
1:00 PM	18	6	30	20
SATURDAY	-----	-----	-----	-----
7:00 PM	18	6	30	20
1:00 PM	18	6	20	200*
SUNDAY				

*170 billed to Debra Miller at 120 Park Avenue, 6th Floor, New York, New York 10017 at half price.

2041002744

INTERNAL PROCEDURES

2041002745

INTERNAL PROCEDURES

Purchase Requisition Form

- . Coordinator, Operations, prepares for all printed material orders.
- . Purchasing prepares for soft goods.
- . Must be filled out as completely as possible.

Information to include:

Virginia Slims Tennis
Item Name
POS Number
Due Date
Item Description
Quantity
Price
Ship To Information
Carton Copy
Accounting Code

- . Must have prices before obtaining signatures. Requires signature of originator (usually Coordinator, Operations), Director, Purchasing approvals according to Monetary Approval Matrix (sample attached).

Product Samples

- . In December, Coordinator, Operations, notifies Dee Smith of total quantity expected to be used during year.
- . Coordinator, Operations, orders quarterly based on following formula: (sample memo attached)

50/50 regular/menthol

Virginia Slims parent	} 30%
Virginia Slims Menthol	} 30%

Virginia Slims Lights	} 40%
Virginia Slims Lights Menthol	} 40%

Virginia Slims Ultra Light	} 30%
Virginia Slims Light Menthol	} 30%

(Note: Sample 6's of VS 120s are not produced.)
14-16 cases per event (where sampling is permitted)

2041002746

INTERNAL PROCEDURES
(Page Two)

WTA PLAYER FACT SHEET

- . Program Administrator contacts WTA to confirm our inclusion on mailing list.
- . Coordinator, Operations, adds to the WTA Fact Sheet information about Sales Force Party.
Distribution List: Local affiliate; Sales Force contact; New York management; on-road staff.

P.O.S. NUMBERS

- . Every item containing Virginia Slims identification must be accompanied by a P.O.S. number obtained from the Purchasing Department prior to production (see attached guideline).

EXPENSE ACCOUNT PROCEDURES

- . Public Relations Staff submits expenses to Program Administrator, within 30 days of incurred expense.
- . Operations Staff submits expenses to Manager, Virginia Slims Tennis (see sample attached), within 30 days of incurred expense.
- . Expenses must be in writing in ink only, or they can be typed.
- . Original receipts and airline tickets (invoices do not count) must be attached and taped to paper whenever possible.
- . Mileage for personal auto use is reimbursed at 27.5 cents per mile.
- . Certain personal expenses are reimbursable only during travel. Certain personal expenses are not reimbursable.

RETAIL PROMOTIONS

- . Five steps of communications to Sales Force (same as above). See sample of memo attached.
- . Incentive item selected no later than June.
- . Coordinated through Consumer Promotions Department by Manager, Operations.

2041002747

INTERNAL PROCEDURES
(Page Three)

VOUCHERS

- . Required for all invoices received (see sample for detailed information to be supplied).
- . To be signed by preparer. Refer to monetary approval matrix for approvals.
- . Copy of contract or letters of agreement must be attached for all invoices over \$100.00.

IN-HOUSE REQUISITIONS

- . Used for shipping materials from Kearny.
- . Items should be shipped according to packing factors (p/f); e.g., items packed in dozens should be shipped in multiples of twelve.
- . See sample attached.

SHIPPING TIME TABLE

- . See sample attached.

PURCHASING CONTACTS

- . See list attached.

REQUEST FOR SHIPMENT OF P.O.S. MATERIAL/FREIGHT REQUISITION FORM -
INTERNATIONAL

- . See two attachments.

2041002748

PHILIP MORRIS U.S.A.

INTER-OFFICE CORRESPONDENCE

120 PARK AVENUE, NEW YORK, N.Y. 10017

TO: Dee Smith

DATE: April 23, 1990

FROM: Susan Graf

SUBJECT: Virginia Slims Sample 6's and Super Slims Sample 20's

Please arrange to ship Virginia Slims sample 6's and sample 20's per the attached instructions:

SG/rb

Attachment

cc: Deane Weissman

2041002749

<u>Samples</u>	<u>Quantity</u>	<u>Due</u>	<u>Ship to</u>
<u>Oklahoma:</u>			
VS Regular	1 case	Week of February 5	Jimmy Lay
VS Menthol	1 case		980 Metropolitan
VS Lights Reg	3 cases		Oklahoma City, OK 73108
VS Lights Men	3 cases		Inside delivery Monday or Friday
VS Ultra Lights Reg	3 cases		8:00 - 12:00
VS Ultra Lights Men	2 cases		
VS Super Slims Reg	2 cases		
VS Super Slims Men	2 cases		
<u>Indian Wells:</u>			
VS Regular	1 case	Week of February 12	Bruce Randell
VS Menthol	1 case		73-08-00
VS Lights Reg	2 cases		Philip Morris USA
VS Lights Men	2 cases		1928 Rustin Avenue
VS Lights Reg	3 cases		Riverside, CA 92507
VS Ultra Lights Reg	3 cases		
VS Ultra Lights Men	3 cases		
VS Super Slims Reg	2 cases		
VS Super Slims Men	2 cases		
<u>Florida</u>			
VS Regular	1 cases	Week of February 19	John Carney
VS Menthol	1 case		26-04-00
VS Lights Reg	3 cases		Liss Transportation
VS Lights Men	3 cases		1111 West 30th Avenue
VS Ultra Lights Reg	2 cases		Bay 10
VS Ultra Lights Men	2 cases		Deerfield Beach, FL 33442
VS Super Slims Reg	2 cases		Inside Delivery Tuesday and Friday
VS Super Slims Men	2 cases		8:00 - 12:00

2041002750

<u>Samples</u>	<u>Quantity</u>	<u>Due</u>	<u>Ship to</u>
<u>Houston</u>			
VS Regular	1 case	Week of	Ken Heps
VS Menthol	1 case	March 12	36-06-00
VS Lights Reg	3 cases		Philip Morris USA
VS Lights Men	3 cases		6821 Fulton Street
VS Ultra Lights Reg	2 cases		Houston, Texas 77022
VS Ultra Lights Men	2 cases		
VS Super Slims Reg	2 cases		
VS Super Slims Men	2 cases		
<u>Newport</u>			
VS Regular	1 case	Week of	Paul DeAngelis
VS Menthol	1 case	July 2	12-08-00
VS Lights Reg	3 cases		14 Clyde Street
VS Lights Men	3 cases		West Warwick, RI
VS Ultra Lights Reg	2 cases		(401) 823-5555
VS Ultra Lights Men	2 cases		
VS Super Slims Reg	2 cases		
VS Super Slims Men	2 cases		
<u>Albuquerque</u>			
VS Regular	1 case	Week of	Hector Medero
VS Menthol	1 case	July 23	73-12-00
VS Lights Reg	3 cases		Philip Morris USA
VS Lights Men	3 cases		2801-A Broadbent Parkway
VS Ultra Lights Reg	2 cases		Albuquerque, NM 87107
VS Ultra Lights Men	2 cases		(505) 252-1079
VS Super Slims Reg	2 cases		
VS Super Slims Men	2 cases		

2041002751

<u>Samples</u>	<u>Quantity</u>	<u>Due</u>	<u>Ship to</u>
<u>Los Angeles</u>			
VS Regular	1 case	Week of July 30	Talbert Bartholomew
VS Menthol	1 case		55-00-01
VS Lights Reg	3 cases		Redondo Torrance Mini Storage
VS Lights Men	3 cases		3701 Inglewood Avenue
VS Ultra Lights Reg	2 cases		Redondo Beach, CA 90278
VS Ultra Lights Men	2 cases		
VS Super Slims Reg	2 cases		
VS Super Slims Men	2 cases		
<u>Oakland</u>			
VS Regular	1 case	Week of October 15	Kelly Cutshall
VS Menthol	1 case		53-10-00
VS Lights Reg	3 cases		Philip Morris USA
VS Lights Men	3 cases		30481 Whipple Road
VS Ultra Lights Reg	2 cases		Union City, CA 94587
VS Ultra Lights Men	2 cases		
VS Super Slims Reg	2 cases		
VS Super Slims Men	2 cases		
<u>Nashville</u>			
VS Regular	1 case	Week of October 15	Perry Pugh
VS Menthol	1 case		31-01-00
VS Lights Reg	3 cases		Philip Morris USA
VS Lights Men	3 cases		1931 Airline Drive
VS Ultra Lights Reg	2 cases		Suite A
VS Ultra Lights Men	2 cases		Nashville, TN 37210
VS Super Slims Reg	2 cases		Del: M, W, F, 8:30 - 10:00 a.m.
VS Super Slims Men	2 cases		

2041002752

PHILIP MORRIS U.S.A.

INTER-OFFICE CORRESPONDENCE
120 PARK AVENUE, NEW YORK, N.Y. 10017

TO: Distribution DATE: April 2, 1990
FROM: Susan Jannetta
SUBJECT: VIRGINIA SLIMS
NEW AGENCY CREATIVE REQUEST PROCEDURE

In order to provide Leo Burnett with clear, timely direction and improve the process of creative development for Virginia Slims projects, we will be instituting a new procedure of communication with the Agency. From now on, the Agency should receive creative direction in writing from Brand and all support groups per the attached format. Further, Brand Group must approve this document prior to its release to the Agency.

Please review this new format (Attachment A), as well as the samples provided (Attachments B-C). You will be contacted shortly regarding a meeting with Burnett to discuss any issues/questions about this new procedure.

Thank you.

CC: M. Antonoff
I. Broeman✓
J. Cunningham
T. McCarthy
L. McCullogh
M. Nawrocki
N. Parmet
J. Spector

Susan

2041002753

ATTACHMENT A

VIRGINIA SLIMS CREATIVE REQUEST

DATE:

TO: Bill Hanekamp

FROM: Nancy Zimbalist

PROJECT:

OVERVIEW:

TARGET:

COMMUNICATION
OBJECTIVES:

ELEMENT(S)/SIZE(S):

COPY SPECIFICS/
LEGAL REQUIREMENTS:

SPECIAL INSTRUCTIONS:

POS CODE NUMBER(S):

DUE DATES:

<u>CC'S:</u>	Deane Weissman	Dave Etz
	Ina Broeman	Kevin McCann
	Leo McCullagh	Valerie Jordan
	Julie Greene	Elvena Newsome

2041002754

VIRGINIA SLIMS CREATIVE REQUEST

DATE: March 19, 1990

TO: Bill Hanekamp

FROM: Ashley O'Neil

PROJECT: Buy 2 get one free tennis ticket retail promotion

OVERVIEW: To increase awareness of Virginia Slims Tennis Tournaments, offering free Virginia Slims Tennis ticket with two-pack purchase to run in LA and Oakland (September/October) and New York City (November)

TARGET: Female smokers - pack buyers.

COMMUNICATIONS OBJECTIVES: Primary - Tournament name
Secondary - Free Virginia Slims Tennis ticket with 2 pack purchase.

ELEMENT(S)/ SIZE(S):

20-Unit Display: 26" high, 16" wide, 10" deep, die cut top/one side, for LA & CA tournaments only.
(prototype due LBC 2/15)
#52243

30-unit Display: 26" high, 18" wide, 10" deep, die-cut top/one side, for New York tournament only.
(prototype 2/15)

Poster: size open
#52245

Flex Card: size open, must fit 2 pack (100mm only) plus ticket. #52246 Note: plastic cover over ticket must have a 1/4" glue lip.

Sales Sheet: size open, look at die cut, 2-page layout.
#52245

Ticket: 5"x 3" (No # necessary)

2041002755

COPY SPECIFICS/

Display Units/Poster: "Free" must pop, "while supplies last" must be on header, tournament name, dates and other information (see attached for information)

Flex Card: 1990 schedule creative on back

Ticket: Front should include tournament name, schedule, Ginny.

Follow tennis event instructions for: sponsor, participating sponsors and dates.

LEGAL REQUIREMENTS:

All pieces, except ticket, require appropriate warning box, pack shot, T/N line.

Ticket: must state on front "Offer limited to 21 years old and older" and "Proof of age required." (See attached for legal copy on back of ticket.)

Flex Card: must have warning box, pack shot, T/N line on back.

SPECIAL INSTRUCTIONS:

Creative look should match tennis event look, i.e., should include Schwab III layout.

POS CODE NUMBER(S)/
DUE DATES:

All comps: 2/22/90
A&K's: Displays: 4/2/90
Poster: 4/2/90
Flex Card: 4/2/90
Ticket: 4/2/90
Sales sheet: 3/16/90

CC'S:

Marla Antoff
Tom McCarthy
Susan Jannetta
Nancy Parmet
Barbara Stoldt
Dave Etz
Ina Broeman
Deane Weissman
Susan Graff

2041002756

COPY FOR FREE TICKET PROMO

LA (Virginia Slims of Los Angeles)

Dates: Monday, August 13 9:00 a.m.
Tuesday, August 14 9:00 a.m.
Wednesday, August 15 10:00 a.m.
Thursday, August 16 10:00 a.m.

Location: Manhattan Country Club
Manhattan Beach, California

Copy: Ticket valid for general admission grandstand seats
Day session matches only
Restrictions apply, see reverse side for details. (see
attached) (on ticket only)

Telephone: (213) 546-7753

For Overlay

Oakland (Virginia Slims of California)

Dates: Monday, October 29 9:00 a.m.
Tuesday, October 30 9:00 a.m.
Wednesday, October 31 10:00 a.m.
Thursday, November 1 10:00 a.m.

Location: Oakland Coliseum Arena
Oakland, California

Copy: Ticket valid for general admission.
Day session matches only
Restrictions apply, see reverse side for details. (see
attached) (on ticket only)

Telephone: (415) 673-2016

2041002757

BACK OF TICKET

VIRGINIA SLIMS OF LOS ANGELES

- Ticket valid for general admission grandstand seats at daytime sessions Monday through Thursday.
- Tickets are not resalable or redeemable for cash.
- By responding to this offer you certify that you are a smoker at least 21 years of age. You are also willing to accept three samples of cigarettes in the mail subject to applicable state and federal law. Offer good in U.S.A. only except where prohibited.

Name: Mr. Ms. _____ M. _____
 Address _____ Apt. # _____
 City _____ State _____ Zip _____
 Phone Number (_____) _____ Date of Birth _____

1. What is your regular brand of cigarettes?

(Write and print)

2. About how long have you smoked this brand?

Less than 1 year 2 to 3 years Over 5 years
 1 to 2 years 3 to 5 years

3. Is your regular brand

Filter Menthol Regular King Size
 Non Filter Non Menthol Long 100's
 Full Flavor Long 120's

Light: 8 mg "tar," 0.7 mg nicotine av. per cigarette by FTC method.
 King: 11 mg "tar," 0.9 mg nicotine av. per cigarette by FTC method.
 Full Flavor: 11 mg "tar," 0.9 mg nicotine av. per cigarette by FTC method.
 Full Flavor Long: 11 mg "tar," 0.9 mg nicotine av. per cigarette by FTC method.

© 1979 Philip Morris Inc. U.S.A.

1979

2041002758

LBC CREATIVE REQUEST

DATE: April 1

TO: Dave Etz

FROM: Nancy Parmet

PROJECT: Retail Calendars, Mainline & Ethnic

OVERVIEW: Calendars are distributed by the Virginia Slims sales force to small and middle size retail outlets. They are gifts, no order is required. The retailers like these not only for their calendar portion but as a quality graphic to "liven-up" their dull back rooms.

TARGET: Retailers

COMMUNICATION OBJECTIVE(S): First and foremost this is a calendar and as such each page should quickly and clearly communicate the month, days and dates. Secondly it should communicate the Slims name and image.

ENVIRONMENT These are put on the wall in cluttered back rooms. So calendar dates must be legible from a 5 foot distance.

ELEMENT(S)/SIZE(S): Two separate calendars, Mainline & Ethnic. Last years Ethnic size was good. Calendar should hang vertical for easier placement.

POS CODE NUMBER(S): #54923 (Mainline) #54924 (Ethnic)

COPY SPECIFICS: None

LEGAL REQUIREMENTS: Standard

SPECIAL INSTRUCTIONS:

- 1) Calendar dates must be legible
- 2) Limited budget so place two months on one page
- 3) Need Nov '90 - Dec '91, plus cover
- 4) Pack placement up to art director, but would like it if every page had packs.

DUE DATES: Comps 5/1, A&K 6/1

CC'S:

Susan Jannetta	- PM
Tom McCarthy	- PM
Barbara Stoldt	- LBC
Bill Hanekamp	- LBC

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CREATING NEW MATERIALS

- . Once a new material has been approved, a POS number must be assigned to it by the Purchasing Coordinator.
- . A purchase requisition form (see Internal Procedures) must be completed, including directions on where it will be shipped, the POS number, packing factor, and total volume being ordered.
- . The requisition is turned over to purchasing who then identifies a supplier.
- . Once purchasing has determined the supplier, the requisition form is returned to the Coordinator, Operations, and then must be signed by all of the following:
 - Manager
 - Group Manager
 - Event Director
 - Purchasing Director
 - Marketing Vice President
 - Brand Vice President
 - Senior Vice President, Marketing
- . When the purchase order is received (yellow sheet) it should be logged in the ledger as an invoice under "materials" and filed with materials orders.

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P.O.S. NUMBER GUIDELINE

WHAT PIECES REQUIRE ID/POS OR AD NUMBERS?

Every item we produce requiring a mechanical (posters, displays, magazine ads, or even a label sewn inside a piece of clothing produced for Marlboro Country Store or Virginia Slims Wear) must have an ID/POS or Ad number; even if the item is not going into the warehouse.

WHO DO WE GET THESE NUMBERS FROM?

Print/Outdoor/Out-of-Home: The agency is responsible for assigning an ID number for these items, e.g. 30 sheet, marcan 2-sheet, 8-sheet etc.

Miscellaneous: ID/POS number for all Sales Cycle materials such as set/sells, contract headers, black accounts, etc., and special Brand Promotions such as A-1, 2-Pack, On-Carton, etc., will be assigned by Maria Buonaventura.

ID/POS numbers for Special Events such as Marlboro Auto Racing V.S. Tennis, B&H Command Performance, etc., will be assigned by Ileana Negrón.

ID/POS numbers for incentive items will depend on who is producing them. ID/POS numbers for incentives produced by our Purchasing department (L. Cappelli, V. Occhiuto, J. Severino, F. Goehl, V. Strychack, C. Bassignana) will be assigned by Maria or Ileana.

ID/POS numbers for permanent pieces (selectives and featured item) will be assigned by Merchandising Materials.

WHEN SHOULD WE GET THESE ID/POS NUMBERS?

An ID/POS number should be assigned prior to the development of mechanical. When Brand or Promotions request the agency to work on a mechanical for a miscellaneous piece, they should supply the agency with the ID/POS number at the same time. The agency should not accept a job request for a mechanical without an ID/POS number. If it is a request for a print ad or outdoor, out-of-home piece, the agency should automatically assign the item with an ID or Ad number.

WHAT PIECES REQUIRE A LEGAL STAMP ON THE MECHANICAL?

Every mechanical must have a stamp on the board. The stamp must be completely filled in from the ID/POS number down to the T&N size. If the piece does not require a warning box or T&N, indicate by using a dash.

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P.O.S. NUMBER GUIDELINE
(Continued)

NOTE: If you have PM's Art department make up a mechanical, the above rules still apply. Prior to going to the Art department, see Ileana and we will supply you the stamp and the necessary information needed to complete stamp.

No mechanical should ever come in without a completed stamp.

. WHO NEEDS TO SIGNOFF ON MECHANICALS?

All mechanicals must be signed off by the appropriate Brand or Promotions person and by Ileana or Maria.

NOTE: Purchasing and/or Merchandising Materials should not accept any mechanical that does not have a legal stamp and the appropriate signatures. No mechanical can be released to a vendor without proper sign-off.

. WHAT IS REQUIRED ON THE LEGAL STAT?

The legal stat should match the mechanical exactly. The stamp must be complete with ID/POS or Ad number along with the appropriate signatures.

If a change is made to the mechanical, whether it be a copy change or a warning box change, a new stat must be submitted.

The legal stat should be submitted at the same time as the mechanical or no later than one week prior to the submission of the mechanical.

It is imperative that the stats be sent to our Legal Department as soon as possible in order to avoid unnecessary production delays.

2041002762

VIRGINIA SLIMS TENNIS
1991 POS NUMBERS

<u>POS NUMBER</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
32530	Second Sheets	100,000	.03
52957	Lanyards	30,000	.40
56005	Slimstat Banner	25	103.00
56018	1991 3-panel Brochure	1,100,000	1.45
56027	1991 Counter Card Sheets	15,000	.64
56027	1991 Counter Card Mounting	15,000	1.50
56029	1991 Spectator Drawsheet	160,000	.12
56090	Mini-Decal Sheet	2,000	2.90
56093	Decal Kit	100	185.00
56094	Photo Holder	7,500	1.58
56095	Directional Sign Kit	25	465.00
56096	Logo Banner	75	110.00
56097	Box Seat Signs	7,500	1.18
56098	Tyvek Envelope (w/return)	5,000	3.24
56099	Drawsheet 8 1/2 x 11 (32)	600	.58
56100	Drawsheet 8 1/2 x 11 (64)	300	1.44
56101	Drawsheet 8 1/2 x 11 (16)	600	.58
56102	Drawsheet Posters (16)	300	2.49
56103	Drawsheet Posters (32)	300	2.49
56104	Drawsheet Posters (64)	300	2.49
56105	Drawboard (16) 4' x 6'	25	154.00
56106	Drawboard (32) 4' x 6'	25	154.00
56109	Post-It Note Pad	3,000	.34
56112	Spiral Notepad	3,500	3.10
56138	VS Tennis Rankings Paper	100,000	.123
56139	VS Tennis Computer Paper	100,000	.09
57200	Ashtray	3,600	2.48
57222	Seats & Backs	400	13.60
57745	Polo Shirt L	552	13.45
57746	Polo Shirt XL	600	13.45
57761	Tennis Balls	1,250	2.35
57944	Polybag	30,000	.47
58249	Panama Hat M	3,000	4.85
58250	Panama Hat L	2,000	4.85
58289	Ball Person T-Shirt M	504	2.60
58290	Ball Person T-Shirt L	504	2.60
58291	Ball Person T-Shirt XL	504	2.60
59343	Pedro T (Generic) M	360	2.73
59344	Pedro T (Generic) L	648	2.73
59345	Pedro T (Generic) XL	504	2.73
59363	Water Bottle	7,500	.91
59378	Napkin	250,000	.02
59379	Ginny T-Shirt M	1,524	2.65
59380	Ginny T-Shirt L	3,504	2.65
59381	Ginny T-Shirt XL	3,012	2.65
59382	Duffle Bag	8,000	9.00
59383	Tennis Cap Orange	2,000	3.02
59384	Tennis Cap Yellow	2,000	3.02
59385	Tennis Cap Blue	2,000	3.02

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<u>POS NUMBER</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
59386	Ball-in-Box Sweatshirt M	324	6.37
59387	Ball-in-Box Sweatshirt L	720	6.37
59388	Ball-in-Box Sweatshirt XL	504	6.37
59389	Ball-in-Box T Shirt M	864	3.15
59390	Ball-in-Box T Shirt L	2,400	3.15
59391	Ball-in-Box T Shirt XL	1,728	3.15
59392	Ginny Sweatshirt M	972	5.59
59393	Ginny Sweatshirt Lg	2,016	5.59
59394	Ginny Sweatshirt XL	2,016	5.59
59395	Fanny Pack	7,500	2.19
59396	Cold Cup	75,000	.11
59397	Towels	15,000	2.95
59398	Golf Umbrella	1,000	10.13
59399	Concession Umbrella	36	95.00
59400	Hot Cup	60,000	.03
59401	Luggage Tag	5,000	.95
59402	Pedro Oversize T W/Pocket	5,000	5.55
59403	Pedro Sweatshirt M	504	6.78
59404	Pedro Sweatshirt L	1,080	6.78
59405	Pedro Sweatshirt XL	864	6.78
59406	Mock Turtle L/S L	1,380	13.25
59407	Mock Turtle L/S XL	1,116	13.25
62682	Lined Pads	600	
62683	3 x 7 Banner	50	124.00
--	Color Logo Slicks	250	9.52
--	B&W Logo Slicks	250	.95
--	Calling Card	5,000	.36
--	Matches	12,000	.085
--	Bandana	--	--
--	Pedro City T M	1,056	2.67
--	Pedro City T L	2,244	2.67
--	Pedro City T XL	2,244	2.67
--	1991 Poster	20,000	.63
Asst'd	1991 Credentials	20,125	1.25
Asst'd	1991 Oversize Checks	11	178.00

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MONETARY APPROVAL
MARKETING PROMOTIONS
(\$000)

					Arana Berner Charney Lazinski E. Moore Vera Weiss
	<u>Dangoor</u>	<u>Merlo</u>	<u>McCullagh</u>	<u>Broemen Meurer</u>	<u>Weissman Yusko</u>
<u>Job Orders</u>	100+	100+	50	10	0
<u>Purchase Req/ Contracts</u>	500	250	50	10	1
<u>Professional Services</u>	125	50	0	0	0
<u>Consultants (Annual)</u>	50	10	0	0	0
<u>Travel</u>	5+	5	3	2	1

2041002765

TO: Distribution

FROM: Harry G. Steele

SUBJECT: EXPENSE ACCOUNT POLICY CLARIFICATION

DATE: November 27, 1989

The following clarifications to the Philip Morris U.S.A. Expense Account Policy (02-100) are effective with travel commencing December 1, 1989. Please make certain all members of your staff are informed.

1. In the instance that business requirements dictate the necessity for a family member to accompany an employee traveling on business, prior written approval of the senior function head is required. The Travel Department will require a copy of the approval before reservations will be booked. A copy of the approval must also be attached to the expense statement submitted for reimbursement. The responsibility for approval of a family member's expenses cannot be delegated.
2. Long distance telephone charges must be itemized on expense statements with the name of the person or firm called noted. One family call of reasonable length is allowed daily while out of town. In exceptional circumstances, such as illness of a family member, additional personal calls may be approved.
3. Meals/entertainment expenses incurred solely among Philip Morris employees based at the same location will not be reimbursed because the company provides adequate dining facilities at office locations. This policy also applies to the PM-USA sales force or employees within the same section. The exception to this policy is when employees are traveling. In these circumstances, they can incur meals and entertainment expense together with employees at the local office location. The employee who pays the bill should submit the cost on his expense statement, identify the other employees attending and detail the business purpose of the discussion.

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4. In the case of master billings, incidental expenses such as meals, entertainment, telephone calls, etc., should be submitted on an expense statement and approved by the employee's supervisor. When there is an exception to this procedure, all attendees will be notified of specific arrangements in advance.

Jany H. Steele

HGS:11

cc: E. Houminer

2041002767



NAME _____

DATE EXT.


DEPT. _____

LOCATION
TO MAIL
CHECK

**OPERATION
TO BE
CHARGED**

**YOUR
SIGNATURE**

YOUR
SUPERVISOR'S
SIGNATURE

1	TOTAL EXPENSE	
2	PAID BY COMPANY	
3	AMOUNT ADVANCED	
4	TOTAL OF LINE 2 AND 3	
5	IF LINE 4 EXCEEDS LINE 1, ENTER AMOUNT TO SUBMIT YOUR REMITTANCE TO THE CASH RECEIPTS CLERK.	
6	IF LINE 4 IS LESS THAN LINE 1, ENTER AMOUNT DUE YOU.	

[illegible]

VOUCHER: _____

CHECK DESCRIPTION:

VENDOR: _____

(I) _____

INVOICE NUMBER: _____

INVOICE AMOUNT: _____

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VENDOR ZIP (Q): _____

(1) ACCTG. AUDIT _____

INVOICE DATE: _____

(2) ACCTG. APPROVAL _____

DESCRIPTION: _____

(3) DATA ENTRY _____

GL ACCOUNT	C/D	DESC.		(Q)	AMOUNT
1					.
2					.
3					.
4					.
5					.
6					.
7					.
8					.

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PHILIP MORRIS U.S.A.



EXPENSE STATEMENT

P. 1 of 3
totals exp 3

NAME

DEAN E WELSSMAN

DATE

6 Mar 91

EXT.

3476

DEPT.

Exec Mktg

LOCATION TO MAIL CHECK

120/5

OPERATION TO BE CHARGED

Virginia Strass Tennis

YOUR SIGNATURE

Dean E Welssman

YOUR SUPERVISOR'S SIGNATURE

John W. Freeman

1	TOTAL EXPENSE	3213.58
2	PAID BY COMPANY	2262.00
3	AMOUNT ADVANCED	—
4	TOTAL OF LINE 2 AND 3	2262.00
5	IF LINE 4 EXCEEDS LINE 1, ENTER AMOUNT AND SUBMIT YOUR REMITTANCE TO THE CASH RECEIPT'S CLERK.	—
6	IF LINE 4 IS LESS THAN LINE 1, ENTER AMOUNT DUE YOU.	956.58

DATE	DESCRIPTION AND WHERE INCURRED	BUSINESS PURPOSE BUSINESS RELATIONSHIP (INCLUDE NAME AND AFFILIATION)	C A -	TRANSPORTATION*		ROOM	MEALS	EXPENSES WITH OTHERS	COMPANY- OWNED AUTO EXPENSES**	MISC. TAXIS, TIPS, ETC.	TOTAL
				PAID BY COMPANY	PAID BY YOU						
1/24	taxi - NYC	worked late								9.25	9.25
1/25	taxi - NYC	" "								3.25	3.25
1/29	taxi - NYC	" "								3.25	3.25
1/31	taxi - NYC	" "								8.50	8.50
2/1	to/from office on Saturday - subway									2.30	2.30
2/1	lunch - NYC	worked Sat: BScutera, N Zimbrist, Alison: PM						47.00			47.00
2/1	lunch - NYC	BScutera: COW VST BR						31.00			31.00
2/1	dinner - NYC	Alison - WTA VST						18.70			18.70
2/1	taxi - NYC	worked late								6.75	6.75
2/2	taxi - NYC	" "								4.00	4.00
2/1	taxi - NYC	" "								3.25	3.25
2/2	taxi - NYC	" "								4.00	4.00
2/2	taxi - NYC	to mtg. w/ Alison - WTA								4.75	4.75
2/25	taxi - NYC	worked late								3.25	3.25
2/26	taxi - NYC	" "								4.00	4.00
see page 3 for totals				this page TOTALS \$				96.70		56.55	153.25

VOUCHER: _____
VENDOR: _____
INVOICE NUMBER: _____
INVOICE AMOUNT: _____
VENDOR ZIP (Q): _____
INVOICE DATE: _____
DESCRIPTION: _____

CHECK DESCRIPTION:
(1) _____
(2) _____
(3) _____

FOR ACCOUNTING USE ONLY

GL ACCOUNT	C/D	DESC	(Q)	AMOUNT
1				
2				
3				
4				
5				
6				
7				
8				

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[illegible]

Account Executive
Signature: _____

[illegible]

FORM #3396 NY
PM INC. 1/83
COMP D3949/A109

2041002770

VIRGINIA SLIMS SERIES: CONSULTANT EXPENSE REPORT										
Date	VENDOR/DESCRIPTION	TRANSPORTATION			Room & Tax	Meals	Expense w/Others	Phone	Misc.	Total
		Airfare/ Rail, Etc.	Car Expense	Cabs						
MAY 16	^{20 MI} TRANSPON TO AIRPORT @ .24		4.90							4.90
	REFRESH AT AIRPORT					1.50				1.50
	TAXI TO SNOID			27.00						27.00
	SNACK					2.25				2.25
	TAXI TO S.F. AIRPORT			26.00						26.00
	AIRPORT GENERAL					1.75				1.75
	AIRPORT PARKING		10.50							10.50
	^{20 MI @} TRANSPORT FROM AIRPORT .24		4.90							4.90
	AIRFARE	268.00								268.00
	TOTAL \$	268.00	20.10	53.00		5.50				346.60

Name SHARI BARMAN
Expense Period MAY 16, 1988
Purpose of Trip VIRGINIA SLIMS
STREET PHOTO SHOP
City/State SAN FRANCISCO,
CALIFORNIA
Date: MAY 17, 1988
Signature [Signature]
Account Executive [Signature]
Signature [Signature]
VIRGINIA SLIMS **AMT**

VIRGINIA SLIMS	AMT.
Expense Report Total	346.60
Agency - Advance	-
TOTAL	346.60
PURCHASE MAILER CHECK	
PAYABLE TO:	
WICOMBI TRAVEL & TAX.	
Thank you.	

FORM #1306 NY
PMI INC 1/83
COMP D3949 A109

2041002771

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EVENTS PROCEDURES

INTRODUCTION

The purpose of this manual is to provide guidelines for monitoring sponsorship of promotional events. These procedures outline:

- o how to monitor budgets through commitment reporting
- o the maintenance of an events manual for each event sponsored.
- o procurement of goods and services
- o vendor selection
- o contract documentation requirements
- o the difference between "consultants" and "professional services"
- o monetary approval levels
- o requirements for the receipt of goods
- o expense account policies
- o how to add or change information for vendors
- o payment of invoices
- o business gift documentation requirements

Please feel free to contact the Budgets, Accounting or Financial Controls Group with any questions you might have.

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BUDGET PROCESS OVERVIEW

- o The total budget for each event is developed and approved in the fall during the Original Budget process. The budgets are formally updated on a quarterly basis (1st, 2nd and 3rd Revised).
- o The objective is to prepare a "zero base" or "bottom up" budget of major expense elements, such as professional services, contract commitments, promotional materials, etc. (A list of the expense elements and descriptions is included in Attachment I).
- o A budget analyst will meet with the Events manager at the beginning of each quarter to develop/update financial projections by expense. Any interim changes should be communicated to the Budget Department. However, these changes will not be reflected in the budget until the subsequent quarter.
- o For each expense element, Budgets will work with Events to prepare projections of monthly expense by vendor (See Attachment II). The budget analyst will load the expense information into the budget system to provide Events with monthly reporting.

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ATTACHMENT I
1991 EVENT PROMOTIONS
EXPENSE CODES AND DESCRIPTION

ACCOUNT CODE	044 - XXX	4401 XX	XXXX0
		4430	
		4440	
	EXPENSE CODE	BRAND CODE	PROJECT CODE

<u>EXPENSE CODE</u>	<u>EXPENSE</u>	<u>DESCRIPTION</u>
041	TELEPHONE	THE COST OF TELEPHONE SERVICE, AND MAINTENANCE - INCLUDING EQUIPMENT, WATS LINES, TIE LINES AND LONG DISTANCE SERVICE.
085	TAXES ON SAMPLES	THIS ACCOUNT WILL BE CHARGED WITH THE STATE AND LOCAL TAXES ON SAMPLE PRODUCTS SHIPPED FOR A SPECIFIC PROMOTION.
086	SAMPLES	THIS ACCOUNT WILL BE CHARGED WITH THE COST OF CIGARETTES PACKED SIX TO A PACKAGE AND ISSUED FROM INVENTORY TO BE USED FOR A SPECIFIC PROMOTION.
122	TROPHIES	ALL EXPENSES RELATED TO THE COST OF TROPHIES FOR A BRAND PROMOTIONAL EVENT.
133	CONSUMER INCENTIVE	MERCHANDISE GIVEN TO THE CONSUMER THAT IS USED TO HELP PROMOTE THE BRAND IMAGE. INCENTIVES INCLUDE BUT NOT LIMITED TO T-SHIRTS, TOWELS, VISORS, KEY CHAINS ETC..
137	PROMOTIONAL MATERIAL	ALL EXPENSES INCURRED FOR PROMOTIONAL ITEMS SUCH AS POSTERS, BANNERS, GIFTS, CUPS, NAPKINS, AND SAMPLING BINS.
143	TENNIS MEDIA PRODUCTION	VIRGINIA SLIMS TENNIS RELATED PRODUCTION AGENCY EXPENSE FOR MAGAZINE, AND OUTDOOR ADVERTISEMENT.

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144	TENNIS NON MEDIA PRODUCTION	VIRGINIA SLIMS TENNIS RELATED PRODUCTION AGENCY EXPENSES FOR POS MATERIALS SUCH AS CHAIRS, BANNERS, STATIONERY, AND INVITATION DESIGNS.
160	MISCELLANEOUS	BUSINESS EXPENSES WHICH ARE NOT SPECIFICALLY PROVIDED FOR ELSEWHERE.
185	STAGING/PRODUCTION	ALL COSTS RELATED TO STAGING AND PRODUCTION OF A PROMOTIONAL EVENT.
202	ARTWORK DEVELOPMENT	GENERAL PRODUCTION COSTS/AGENCY CREATIVE INCURRED BY LEO BURNETT, WELLS, RICH, GREENE OR BACKER SPIELVOGEL.
203	NON-AGENCY ARTWORK	GENERAL PRODUCTION COSTS/AGENCY CREATIVE INCURRED BY OUTSIDE AGENCIES NOT INCLUDED IN EXP. 202.
253	RENTALS	THE COST OF RENTAL TO INCLUDE SUCH ITEMS AS FURNITURE, MACHINE RENTALS, MUSIC RENTALS, ETC.
273	PUBLIC RELATION MATERIAL	BANNERS, STATIONERY, CREDENTIALS, FABRIC, LEADERBOARDS, SCHEDULES DRAWSHEETS, AND PRESS GIFTS SUPPLIED BY PM.
275	SPEAKER FEE AND EXPENSE	FEES AND EXPENSES FOR SPEAKERS WHO ARE PRESENT AT PRESS CONFERENCES.
277	ARTIST FEE AND EXPENSE	ARTIST FEES AND THE ARTIST COST INCURRED WHILE TRAVELLING TO THE CONCERT SITE AND PRESS CONFERENCES RELATING TO THE MUSIC PROGRAMS.
314	PRIZE MONEY	THE PRIZE MONEY PAID BY PM USA FOR ALL EVENTS.
450	CONTRIBUTION	THE COST OF CONTRIBUTIONS MADE TO CIVIC AND CHARITABLE ORGANIZATIONS.

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452	BUSINESS GIFT	THE COST OF BUSINESS GIFTS MADE TO AN ORGANIZATION OR INDIVIDUAL.
470	CONSULTANT SERVICES	THE FEES AND EXPENSES PAID TO AN OUTSIDE CONSULTANT FOR SERVICES OF AN ADVISORY NATURE.
471	CONSULTANT - RETIRED	THE FEES AND EXPENSES PAID TO RETIRED PM EMPLOYEES FOR SERVICES.
472	PROFESSIONAL SERVICES	THE FEES AND EXPENSES PAID TO AN OUTSIDE ORGANIZATION FOR SERVICES OF A PROFESSIONAL NATURE.
473	CONSULTANT MEALS AND ENTERTAINMENT 80% DEDUCTIBLE	THE COSTS OF MEALS AND ENTERTAINMENT EXPENSE INCURRED BY CONSULTANTS AND RETIRED CONSULTANTS.
474	PROFESSIONAL SERVICE MEALS AND ENTERTAINMENT 80% DEDUCTIBLE	THE COSTS OF MEALS AND ENTERTAINMENT EXPENSE INCURRED BY ORGANIZATIONS RENDERING PROFESSIONAL SERVICES.
523	PRINTING GENERAL	THE COST OF ANY PRINTING OF A GENERAL NATURE DONE BY AN OUTSIDE FIRM.
541	MAIL SERVICE	THE COST OF SPECIAL MAIL HANDLING SERVICE (SPECIAL DELIVERIES, EXPRESS MAIL) TO TRANSACT COMPANY BUSINESS.
555	PHOTOGRAPHY	THE COST OF ALL PHOTOGRAPHY DEVELOPING, PRINTING, AND PHOTOSTATIC WORK CONTRACTED FOR OR INCURRED BY PHILIP MORRIS.
632	PURCHASED SERVICES	THE COST OF ALL PURCHASED SERVICES OTHER THAN TEMPORARY HELP, CONSULTING, AND PROFESSIONAL SERVICES.
639	FREIGHT	COST OF ALL FREIGHT RELATED CHARGES.

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653	MISCELLANEOUS CREDIT	THIS EXPENSE CLASS WILL BE CREDITED WITH THE AMOUNTS OF REVENUE GENERATED BY INDIVIDUAL COST CENTERS.
881	ADVERTISING	THE COST OF PRINTED ADVERTISEMENT TO PROMOTE A LOCAL OR SPECIFIC EVENT.
882	HOSPITALITY	ENTERTAINMENT EXPENSES FOR GUESTS OF PM AT PM SPONSORED EVENTS.
885	CONTRACT COMMITMENT	ALL COSTS FOR ALL CONTRACTUAL SERVICES RENDERED TO PM USA.

2041002778

0891/TENNIS
30-Jan-91

ATTACHMENT II
1991 ORIGINAL BUDGET
VS TENNIS - E12

EXPENSE CODE	DESCRIPTION	1991 BUDGET	EXPLANATION
085	TAXES ON SAMPLES	12,915	TAXES ON 321 CASES OF SAMPLE 6'S
086	SAMPLES 6'S	43,335	321 CASES OF SAMPLE 6'S
035	HEALS	0	
041	TELEPHONE	0	
125	SALESFORCE COLLATERAL	680,000	
133	CONSUMER INCENTIVES	0	
137	PROMOTIONAL MATERIALS	550,000	
143	TENNIS MEDIA	450,000	
144	TENNIS NON-MEDIA	500,000	
160	MISCELLANEOUS	0	
185	STAGING/PRODUCTION	0	
203	ARTWORK - NON AGENCY	0	
253	RENTALS	0	
270	SLIM STAT	0	
273	PUBLIC RELATION MATERIAL	752,000	
275	SPEAKER FEE AND EXPENSES	0	
276	PR CONFERENCES, SEMINARS MEDIA DAY	400,000	
277	ARTIST FEE AND EXPENSES	0	
289	INCENTIVE PROGRAM MATERIAL	0	
313	SPECIAL EVENTS	0	
314	PRIZE MONEY	3,695,000	CHICAGO, PALM SPRINGS, HOUSTON, MANHATTAN BEACH, DC, OAKLAND AND PHILADELPHIA-\$280K EACH OKLAHOMA CITY, ALBUQUERQUE, NASHVILLE-\$1120K EACH, B. RATON-\$400K, NEWPORT-\$75K, AND NY CHAMPIONSHIPS-\$900K
315	PRO SHOP	0	
450	CONTRIBUTIONS	0	
454	SPONSORSHIP-NON TAX	0	
457	SPECIAL PROJECTS	216,150	
470	CONSULTANT SERVICES	0	
472	PROFESSIONAL SERVICES	525,000	BARMAN, BELL, HANNAH, THURSTON, TED AND ZIMBALIST FEES AND EXPENSES
473	CONSULTANT BOX	0	
474	PROFESSIONAL BOX	0	
523	PRINTING	0	
530	INSURANCE	0	
541	MAIL SERVICE	0	
555	PHOTOGRAPHY	69,000	
600	TEMP HELP	0	
632	PURCHASED SERVICES	0	
639	FREIGHT	0	
881	ADVERTISING	1,765,000	
882	HOSPITALITY	525,000	
885	CONTRACT COMMITMENT	2,816,600	WTA(\$587M), WPTC(\$440M), BONUS(\$2,000M) LESS MSG CREDITS
888	NON US COLLATERAL		
TOTAL		13,000,000	

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TRACKING AND ANALYSIS OF MONTHLY EXPENSES

At the end of each month, the Event managers will receive three reports to help them monitor payments and commitments versus budget.

- (1) Brand Spending Report - This report lists total monthly and year-to-date charges by expense element and project code. The year-to-date expenses plus the open-commitment equal total spending commitments. The variance column, which reflects total committed spending versus budget, will help you identify remaining uncommitted funds.
- (2) Open Commitment Report - This report lists total commitments for all approved purchase orders and contracts by expense element. Payments applied against the commitments are also listed. The open commitment column is the remaining balance to be paid.

Review the Open Commitment Report to ensure that commitments are correctly coded and that payments are properly applied to each commitment. This report can also be used to develop projections for remaining contract and P.O. payments by month.
- (3) Voucher Distribution Report - The cumulative voucher distribution report shows year-to-date payments by expense element and by vendor. Review this report each month to ensure that charges are valid and properly coded.

ATTACHMENT III
BRAND SPENDING REPORT

- 1 - M - Marketing
- 2 - Brand code
- 3 - Project code
- 4 - Project code and name of the project
- 5 - Brand spending for that month
- 6 - Date report was generated
- 7 - Month listed as the date under the title
- 8 - Amount paid toward the particular expense element during the current month
- 9 - Amount budgeted/forecasted for the particular expense element for the current month
- 10 - General ledger code
- 11 - Expense element
- 12 - Description of expense element (See Attachment I)
- 13 - Year-to-date actual - amount paid toward the particular expense element from January to the current month; the breakdown of these amounts can be explained in detail by using the year-to-date voucher distribution report sorted by expense element
- 14 - Year-to-date open commitment - remaining amount to be paid for that particular expense element
- 15 - Year-to-date total - the sum of the year-to-date actual and the year-to-date open commitment
- 16 - Total year approved budget for the particular expense element
- 17 - Difference between year-to-date total and total year budget. If the total year amount is less than the total year budget, it is a favorable amount. If the total year amount is greater than the total year budget, it is an unfavorable amount and denoted by an asterisk.
- 18 - Each column totaled

2041002781

123
111
M16E12

E120 TENNIS

PHILIP MORRIS USA
BRAND SPENDING REPORT
12/29/90

RUN DATE 01/14/91 6

CURRENT MONTH 7

ACTUAL 8

BUDGET

91011

12

YEAR-TO-DATE

ACTUAL 13

OPEN COMMIT 14

TOTAL 15

TOTAL YEAR
BUDGET 16

VARIANCE
FAV/UNFAV* 17

10,530		044030 TRAVEL EXPENSE	1,537	1,537	1,537	
		044035 MEALS/ENTMT 80%	12,056	12,056	1,526	10,530*
	166	044041 TELEPHONE	7,786	7,786	6,163	1,623*
19,100	47,969	044125 SALES FORCE COLL	431,115	431,115	411,479	19,636*
82,204	16,667	044133 CONSUMER INCENTI	98,683	98,683	66,009	32,674*
145,404	86,000	044137 PROMOTIONAL MATE	984,782	984,782	904,057	80,725*
30,913	55,334	044143 TENNIS MEDIA PRO	228,017	228,017	348,756	120,739
42,231	35,667	044144 TENNIS NON-MEDIA	425,016	425,016	478,106	53,090
9,249		044160 MISCELLANEOUS	9,649	9,649	284	9,365*
		044185 STAGING/PRODUCTI	1,150	1,150	1,149	1*
6,668		044203 NON-AGENCY ARTWORK	33,339	33,339	24,714	8,625*
		044253 RENTALS	1,729	1,729	1,729	
519	10,000	044270 SLIM STAT/COMPUT	355,469	355,469	384,898	29,429
3,462	20,000	044273 P.R. MATERIALS	150,748	150,748	206,217	55,469
		044275 SPEAKER FEE/EXPE	10,000	10,000	10,000	
68,279	22,000	044276 PRESS CONFERENCES	87,529	87,529	49,250	38,279*
	21,334	044277 ARTIST FEES/EXPE	134,387	134,387	248,387	114,000
46,000	1,630,666	044314 PRIZE MONEY	5,702,500	5,702,500	5,468,500	234,000*
	48,334	044315 FULFILLMENT	2,431	2,431	147,431	145,000
275		044452 BUSINESS GIFTS	275	275		275*
1,800		044453 SPONSORSHIPS-TAX EX	1,800	1,800		1,800*
		044454 SPONSORSHIPS-NON TAX	5,000	5,000	5,000	
42,300	15,000	044457 MARKETING PROJECTS	200,583	200,583	172,650	27,933*
365,533	107,666	044472 PROFESSIONAL SER	1,524,203	1,524,203	1,349,212	174,991*
19,778	13,237	044474 PROF SVC ENTMT80%	123,460	123,460	137,141	13,681
	3,700	044523 PRINTING GENERAL	1,055	1,055	11,100	10,045
		044541 MAIL SERVICE	27	27	27	
43,666	16,666	044555 PHOTOGRAPHY EXP	121,349	121,349	116,840	4,509*
23,003		044632 PURCHASED SVCS	58,729	58,729	33,794	24,935*
429	1,200	044639 FREIGHT	4,095	4,095	6,400	2,305
		044653 MISC CREDITS	20,688	20,688	17,288	3,400
61,550	162,435	044881 ADVERTISING CORE	2,085,021	2,085,021	1,703,803	381,218*
673,049	40,000	044882 HOSPITALITY	929,925	929,925	214,463	715,462*
25,000	33,334	044885 CONTRACT COMMITT	681,666	681,666	806,666	125,000
1,670,942	2,387,375	TOTAL	14,394,423	14,394,423	13,300,000	1,094,423*

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ATTACHMENT IV
OPEN COMMITMENT REPORT

- 1 - Date report was run; report includes information from January to this date
- 2 - General ledger code
- 3 - Expense element
- 4 - Cost center
- 5 - Brand code
- 6 - Project code
- 7 - Number assigned to purchase order; for contracts this number begins with "H"; for incentives this number begins with "Y"; for hardware (System 2000, AV racks, etc), this number begins with "J", for all other orders, this number begins with "N"
- 8 - Month purchase order was issued
- 9 - Original amount committed; original amount of the purchase order or contract
- 10 - Amount paid toward the purchase order; payments made to the purchase order/contract
- 11 - Amount remaining to be paid on the purchase order/contract
- 12 - Name of vendor from whom items are ordered or with whom contract was negotiated
- 13 - PO amount, AP amount & open commitment amount are subtotaled by the expense element
- 14 - Total expenses for the cost center
- 15 - Total for the general ledger code
- 16 - Total expenses by project code
- 17 - The total Open Commitment amount by project code should tie to the total commitment amount on the brand spending report

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1/15/91
3.09.01

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PHILIP 415 U.S.A.
OPEN COMM ENT'S FOR 1991

PAGE 5

SEQUENCE: PROJ, GLCODE, PM CTR, EXP, OPEN COMMITMENT AMOUNT

2	3	4	5	6	7	8	9	10	11	12
ACCOUNT	ACCOUNT	PERIOD	PU AMOUNT	AP AMOUNT	OPEN COMMITMENT	VENDOR NAME				
044125	440110E120	N73624	01	0,862.50	0,862.50	MEEHAN TOOKER				
044125	440110E120	N73622	01	0,862.50	0,862.50	MEEHAN TOOKER				
044125	440110E120	N73665	01	4,725.00	4,725.00	MEEHAN TOOKER				
044125	440110E120	N73653	01	4,200.00	4,200.00	MEEHAN TOOKER				
044125	440110E120	N73666	01	3,967.50	3,967.50	MEEHAN TOOKER				
044125	440110E120	N73621	01	3,500.00	3,500.00	MEEHAN TOOKER				
044125	440110E120	N73625	01	3,500.00	3,500.00	MEEHAN TOOKER				
EXP TOTAL	13			55,817.50	55,817.50					
044133	440110E120	N73611	01	18,700.00	18,700.00	MASTA DISPLAY CO				
044133	440110E120	N73612	01	1,800.00	1,800.00	GRAPHIC CONCEPTS				
EXP TOTAL				20,500.00	20,500.00					
044137	440110E120	Y11530	01	9,540.00	9,540.00	POLYFLAME CONCEP				
044137	440110E120	Y11531	01	9,200.00	9,200.00	ARDEN AND CO R.F				
044137	440110E120	N73609	01	2,443.75	2,443.75	M & R PROMOTIONS				
044137	440110E120	N73607	01	1,943.75	1,943.75	M & R PROMOTIONS				
044137	440110E120	N73608	01	937.50	937.50	M & R PROMOTIONS				
044137	440110E120	Y11523	01	625.00	625.00	JOY SILKSCREEN				
EXP TOTAL				24,690.00	24,690.00					
044273	440110E120	N73626	01	1,120.00	1,120.00	M & R PROMOTIONS				
EXP TOTAL				1,120.00	1,120.00					
044276	440110E120	N73601	01	124.80	124.80	URBAN OFFICE PR				
EXP TOTAL				124.80	124.80					
044472	440110E120	HM0002-91	01	64,999.96	60,416.63	HANNAN BARBARA				
044472	440110E120	HM0001-91	01	43,750.00	40,000.00	ZIMBALIST NANCY				
044472	440110E120	HM0034-91	01	9,166.66	4,583.33	BELL JANINE				
044472	440110E120	HM0025-91	01	9,166.66	4,583.33	THURSTON, ANNAL				
EXP TOTAL				127,083.28	109,583.29					
CLTR TOTAL	14			229,335.58	211,835.59					
GLCODE TOTAL	15			229,335.58	211,835.59					
PROJ TOTAL	16			229,335.58	211,835.59					
044885	440110E130	HM0031-91	01	117,500.00	57,500.00	MOOSE ENTERPRISE				
044885	440110E130	HM0040-91	01	15,000.00	12,000.00	VALE ASSOCIATES				
044885	440110E130	HM0041-91	01	12,500.00	10,000.00	BEAVER CREEK ASS				
044885	440110E130	HM0042-91	01	12,500.00	10,000.00	STEAMBOAT SKI CC				
044885	440110E130	HM0007-91	01	12,500.00	10,000.00	WINTER PARK RECH				
044885	440110E130	HM0008-91	01	12,500.00	10,000.00	KEYSTONE RESORT				
044885	440110E130	HM0009-91	01	12,500.00	10,000.00	MOUNT MANSFIELD				
044885	440110E130	HM0010-91	01	12,500.00	10,000.00	PARK CITY SKI AR				
044885	440110E130	HM0032-91	01	12,500.00	10,000.00	MOUNT BACHELOR S				
044885	440110E130	HM0033-91	01	12,500.00	10,000.00	AMMOTH MOUNTAIN				
044885	440110E130	HM0029-91	01	12,500.00	10,000.00	SQUAW VALLEY USA				

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ATTACHMENT V
VOUCHER DISTRIBUTION BY VENDOR*

This report is in alphabetical order by vendor name

- 1 - Name of vendor from whom items are purchased or with whom contract is negotiated
- 2 - Number assigned to the invoice by the vendor or by the accounting department for contracts
- 3 - Number assigned to the voucher by the accounting department for record keeping purposes
- 4 - Number assigned to purchase order; for contracts this number begins with "H"; for incentives this number begins with "Y"; for hardware (System 2000, AV racks, etc), this number begins with "J", for all other orders, this number begins with "N"
- 5 - Date payment was made to vendor
- 6 - Date invoice was issued
- 7 - General ledger code
- 8 - Expense element
- 9 - Cost center
- 10 - Brand code
- 11 - Project code
- 12 - Amount paid to the vendor for the invoice
- 13 - Initials of the key puncher/inputter

* The year-to-date voucher distribution report is also available by expense element. This report will also be issued monthly and can be used to the detail the charges as reported in the brand spending report.

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DATE/TIME 15/91 16.42 AP

PHILIP MURR S U S A

PAGE

NEW YORK: FINANCE

VENUE PAYMENTS YEAR TO DATE - E120 VIRGINIA SLIMS TENNIS

MANITA NAVAL - 120 PARK - 9TH FLOOR - EXT 2750

INVOICE VENUE NAME	INVOICE NUMBER	INV VOUCH	INVOICE PO NUM	INV DATE	INVOICE DATE	DBS ACCOUNT	DBS CENTER	DIST AMOUNT	CORS INIT
1	2	3	4	5	6			12	13

ADVERTISERS PHOTOPRI	1192	167768	12/11/90	11/08/90	044273	440116E120	35.72	TP2
ADVERTISERS PHOTOPRI	1157	167770	12/11/90	11/09/90	044273	440116E120	17.6	TP2
ADVERTISERS PHOTOPRI	1193	167771	12/11/90	11/09/90	044273	440116E120	53.58	TP2
ADVERTISERS PHOTOPRI	1194	167772	12/11/90	11/09/90	044273	440116E120	108.1	TP2
ADVERTISERS PHOTOPRI	1154	167773	12/11/90	11/07/90	044273	440116E120	71.45	TP2
ADVERTISERS PHOTOPRI	1140	167774	12/11/90	11/08/90	044273	440116E120	120.6	TP2
ADVERTISERS PHOTOPRI	1190	167775	12/11/90	11/08/90	044273	440116E120	44.95	TP2
ADVERTISERS PHOTOPRI	1188	167776	12/11/90	11/08/90	044273	440116E120	38.97	TP2
ADVERTISERS PHOTOPRI	1165	170289	12/20/90	11/13/90	044273	440116E120	17.86	TP2

INV VENU NAME	ADVERTISERS PHOTOPRI	1.78.5
AGNEW, CARTER & MCCA	Y003 ADJ	144858
AGNEW, CARTER & MCCA	102080	145432
		06/25/90 12/01/89 044472 440116E120 3.285.24 SM
		06/28/90 06/11/90 044472 440116E120 1.020.10 KJ

INV VENU NAME	AGNEW, CARTER & MCCA	4.305.4
ANTUNOFF MARLA J.	030590030590	145114
		03/16/90 03/05/90 044137 440116E120 69.23 FJ

INV VENU NAME	ANTUNOFF MARLA J.	69.3
ARDEN AND CO R.M.	110190	165045 Y11309
		12/03/90 11/01/90 044125 440116E120 1.020.0 IPA

INV VENU NAME	ARDEN AND CO R.M.	1.20.0
ARTFUL DESIGN CALLIG	60075	167670
ARTFUL DESIGN CALLIG	6075	167671
		12/10/90 10/20/90 044632 440116E120 400.5 ZDM
		12/10/90 10/25/90 044632 440116E120 60.5 ZDM

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NEW YORK FINANCE

EXPENSE PAYMENTS YEAR TO DATE - 1120 VIRGINIA SLIMS TENNIS

RAHITA RAVAL - 120 PARK - 9TH FLOOR - EXT 2750

INVOICE VENDOR NAME	INVOICE NUMBER	INV VOUCH	INV CHK NUMR	INV DTE PD	INVOICE DATE	INV - DDB - UNK ACCOUNT	DDB - CENTER -	DIST AMOUNT
CAROL L. NEWSUM ASSO 8782		172393	00134507	01/11/91	12/11/90	03	044035 440116E120	64.67
CAROL L. NEWSUM ASSO 8805		172413	00133769	01/04/91	12/11/90	03	044035 440116E120	237.32
CAROL L. NEWSUM ASSO 8803		172415	00134507	01/11/91	12/11/90	03	044035 440116E120	53.61
CAROL L. NEWSUM ASSO 8804		172416	00134507	01/11/91	12/11/90	03	044035 440116E120	32.00
RESTAURANT ASSOCIATE 076754		172351	00133692	01/03/91	11/15/90	03	044035 440116E120	187.50
RESTAURANT ASSOCIATE 076754-91		172352	00133692	01/03/91	11/15/90	03	044035 440116E120	9,832.70
TERRY DINAN'S 152591		141960	00106063	06/04/90	04/27/90	03	044035 440116E120	1,525.91
LOUIE MARY KATE		170688	00132772	12/21/90	11/30/90	03	044035 440116E120	121.97
** DIST ACCT CHART 044035 440116E120								12,055.68
VIRGINIA SLIMS OF FL 17345		134837	00100642	04/30/90	03/28/90	03	044041 440116E120	173.45
VIRGINIA SLIMS OF OK 137237		147297	00108598	07/05/90	06/13/90	03	044041 440116E120	1,372.37
FAMILY CIRCLE MAGAZ 90,077		149876	00115503	08/20/90	07/20/90	03	044041 440116E120	370.90
ILLINOIS BELL 82984930390		140475	00104275	05/21/90	03/02/90	03	044041 440116E120	100.74
NEW YORK TELEPHONE 7609260990		158148	00120968	10/03/90	09/07/90	03	044041 440116E120	534.72
GTE 39368400490		141105	00104867	05/24/90	04/28/90	03	044041 440116E120	13.83
BRITISH TELECOM 606985		146842	00001914	07/05/90	04/05/90	LF	044041 440116E120	285.94
BRITISH TELECOM 68582290		157334	00001972	09/19/90	08/13/90	LF	044041 440116E120	1,843.07
MADISON SQUARE GARDEN 610039005		164295	00127003	11/12/90	10/14/90	03	044041 440116E120	1,400.00
SOUTHWESTERN BELL TE 78995730490		142690	00106543	06/07/90	04/15/90	03	044041 440116E120	135.09
TELECOM AUSTRALIA 79113		147992	00110907	07/20/90	03/20/90	03	044041 440116E120	791.13
NEW ENGLAND TELEPHONE 79996351289		125801	00089844	02/06/90	12/02/89	03	044041 440116E120	133.96
FORD AUSTRALIAN OPEN 717		138884	00102356	05/09/90	03/02/90	03	044041 440116E120	82.32
USTA 8385		147195	00111627	07/26/90	06/25/90	03	044041 440116E120	83.65
VIRGINIA SLIMS OF AL 18791		163153	00125822	11/05/90	09/26/90	03	044041 440116E120	187.91
** DIST ACCT CHART 044041 440116E120								7,509.28
GERSON OFFSET LITHOG 3947		124107	00089756	02/06/90	01/04/90	03	044125 440116E120	2,056.75
GERSON OFFSET LITHOG 3877KADJ		125147	00000000	03/01/90	01/29/90	03	044125 440116E120	10,529.80
GERSON OFFSET LITHOG 3989		127034	00092719	02/26/90	01/24/90	03	044125 440116E120	2,056.75
GERSON OFFSET LITHOG 3969K		128029	00093757	03/05/90	01/31/90	03	044125 440116E120	12,367.50
GERSON OFFSET LITHOG 3990		130228	00094675	03/13/90	01/31/90	03	044125 440116E120	2,056.75
GERSON OFFSET LITHOG 3998		130229	00094675	03/13/90	01/31/90	03	044125 440116E120	2,056.75
GERSON OFFSET LITHOG 3954		130230	00094675	03/13/90	01/31/90	03	044125 440116E120	2,056.75

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SECTION III

Events Manual

The department sponsoring the event should maintain an events manual, a complete "book" containing all supporting relating to the event. The manual should include the following:

1. Copies of "Request for Quotation".
2. Copy of the "Bid Tabulation Form" (form #2675)
3. Copy of the contract and any additional written amendments.
4. Copies of related purchase orders.
5. Copies of all invoices submitted against the contract.

documents

EVENT CHECKLIST

DATE PERFORMED

1. Was a purchase requisition form completed (form 1507) and forwarded to purchasing?
2. Was the vendor competitively bid?
3. Was the lowest bid selected?
If not, is the exception documented?
4. Is a contract required?
5. Was the contract/purchase requisition approval request form completed(exhibit A)?
6. Does the contract include the following?
 - Vendor name, address and federal tax ID#?
If a new vendor was the PM-USA vendor update form completed(exhibit E)?
 - Financial impact?
 - Timing of payments?
 - Event dates & markets where services are to be performed?
 - Specific services to be performed including a timetable?
 - Reimbursable and non-reimbursable expenses defined?
 - Commissionable from non-commissionable items defined including the allowable mark-up percentage if applicable?
 - The amount of insurance coverage specified?
Was risk management contacted?
 - That the vendor is an independent contractor?
 - An audit clause?
 - Was the term of the contract stated from execution to termination?
 - A cancellation clause included?
 - Are written amendments required?
 - Contract approved by someone with sufficient monetary approval(Exhibit B)?
7. Was the contract forwarded to legal & accounting for their approval?
8. Is an events manual being maintained?
9. Are the invoices being tracked against the open P.O. and a cumulative dollar amount recorded?
10. Are the following PM-USA Financial Policy and Procedures being kept in mind at all times?
 - Monetary Approval Policy #02-300
 - Expense Account Policy #02-100
 - Business Gift Policy #02-200

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SECTION V

PURCHASING

The New York Purchasing Department is responsible for:

- All purchasing requirements for materials and services of the PM-USA office.
- The record-keeping of all pertinent information relating to purchase commitments.
- Securing approvals and maintaining accurate records of established authorization levels.

Selection of Vendors

In selecting a vendor, competitive bidding should be used. The lowest bid by a vendor shall be accepted; in the event that another vendor other than the lowest bidder is awarded the job it should be justified in writing. The written exception must be signed by both the individual authorized to approve the purchase requisition and the purchasing department director.

- Commitments of \$10,000 to \$100,000 require a minimum of at least three written competitive bids.
- Commitments of over \$100,000 require at least three sealed competitive bids. (policy #04-140)
- All commitments over \$100 must be on a purchase order or written contract.

Starting the Bidding Process

The manager of purchasing must have in his/her possession a properly approved purchase requisition.

The purchase requisition (form 1507 Exhibit A) must be prepared for all purchases from outside vendors.

- It must state the purpose of goods requested, specifications, quantity requirements, shipping instructions, delivery dates and accounting codes.
- A duplicate set of all data supporting the request for the bid should be retained by the requisitioning department.

Sealed Bids

The manager of purchasing verifies the qualifications of all vendors to be solicited and insures that all data forwarded to the vendor is identical. The "request for quotation" (form 2674) is prepared, which should include a complete description of the items or services to be purchased and all pertinent data. A statement should be included requesting the return of two sealed bids, one to be sent to the Manager

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Sealed Bids(continued)

of Purchasing and the second to be sent to the Manager of the Accounting and Financial Controls Group.

- Distribution of the request for quotation is as follows:

1. Original retained in purchasing department.
2. One copy to each vendor.
3. A copy is duplicated and sent to the Manager of the Accounting and Financial Controls Group.

Receipt of Bids

- Upon receipt of all sealed bids a meeting is called by the Manager of Purchasing, the User department personnel and a representative from the Accounting Financial Controls Group.

- The bids are tabulated on form 2675, "Tabulation of Bids", which is prepared in duplicate.

- All parties present sign the "Tabulation of Bids" to certify that the opening of the sealed bids was performed.

- The determination of the successful bidder should be made promptly. If consideration other than price are the determining factor in selecting the successful bidder the decision will be made jointly, by the user department & purchasing department. All such considerations will be documented in writing.

- The original copies of the vendor bids and "Tabulation of Bids" are retained by the purchasing department and the duplicates are given to the user department.

2041002791

PURCHASE REQUISITION

P. O. NO. _____

ORDER FROM: _____	DATE: _____, 19 _____
SHIP TO: _____	REQ. NO.: _____
_____	TERMS: _____
_____	FOB: _____

QUANTITY	ITEM	UNIT PRICE	TOTAL
			2041002792

PURPOSE _____	PREPARED BY _____
DATE REQUIRED _____	DEPARTMENTAL APPROVAL _____
DELIVER TO _____	EXECUTIVE APPROVAL _____
ACCTG. CODE _____	DEPT. ACCTG. DEPT. APPROVAL _____

SECTION VI

Contracts

Contracts or letters of agreement should be used too formalize a commitment when the purchase order format is too confining. Contracts are usually written to encompass confidentiality or exclusivity clauses or where the services rendered are varied for payment. A competitive review should still be used for vendor selection although it may be performed by the user group instead of purchasing because of the nature of the services.

- Once the vendor is selected a contract should be written. This will include payments made to individuals or firms who provide professional or consulting services on behalf of PM-USA (see section VII). The contract should be very specific and the following issues should be addressed.

1. Vendor name, address and federal tax ID#
2. Financial Impact
3. Timing of payments- payments made for services rendered should correspond with the timing of when services are provided. Payments made prior to the receipt of goods/services will be considered advance payments and will only be allowed on an exception basis with the approval of Finance. Documentation to justify advance payments will be required.
4. The event dates and the markets where they are to take place.
5. Specific services to be performed, including a time-table.
6. Reimbursable and non-reimbursable expenses should be outlined in the contract.
 - o Reimbursable travel expenses must adhere to the following guidelines:
 - PM-USA will only reimburse for coach class travel.
 - Airline ticket stubs must be submitted as documentation. A travel agency invoice is not acceptable supporting documentation.
 - Meals and entertainment must include list of attendees, affiliations, the subject matter discussed and receipts must be provided for any expense over \$25.
 - Original invoices must be submitted for any reimbursable expense that is defined in the contract before payment reimbursement can be made.

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Contracts(continued)

7. Commissionable from non-commissionable items must be distinguished. If certain items are to be defined as commissionable the mark-up percentage must be stated in the contract.
 - o Certain items are designated as non-commissionable, a few of them are as follows:

- Shipping	- Trucking
- Postage	- Car Rental
- Messenger	- Entertainment
- Travel Expenses	- Overtime
- Cab fare	- Telephone
- Meals	- Taxes
8. The amount of insurance required should be determined. Risk Management should be contacted.
9. A clause is necessary that states the Vendor is an independent contractor. Nothing in the contract shall be construed to make the vendor an employee of PM-USA or to make the parties joint ventures.
10. An audit clause is necessary, stating the following:

Vendor shall maintain complete, accurate, original and uncensored records of all contracts, papers, correspondence, proofs of payment, ledgers, books, accounts, time sheets, and other documentation relating to the payments made by PM-USA and the named vendor, for the services outlined in the contracts. PM-USA or it designees may inspect, examine, and review such records (and make copies thereof) at anytime during normal business hours and with reasonable notice given to named vendor.
11. The contract term should be stated from execution to termination.
12. A cancellation clause should be included in the contract. Upon any material breach, PM-USA may terminate the contract upon fifteen days written notice to vendor. PM-USA shall remain liable to vendor only for documentable expenses actually incurred.

Payment

- o Invoices must be received in order to make payments against a contract.
- o Faxed invoices are not acceptable.
- o The approvers are responsible for verifying the legitimacy and reasonableness of expense submissions.

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Contracts(continued)

Changes to existing contracts require written amendments, if additional cash outlays are necessary they should be specified.

All contracts should be approved by the Legal Department and the Accounting and Financial Controls Group.

The original contract should be signed by an individual with sufficient monetary approval to cover the total project costs(see section VIII).

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CONTRACT/PURCHASE REQUISITION APPROVAL REQUEST

Project: Title

Vendor: Name of outside company or individual that is performing service.

Financial Impact: Cost of the attached contract/requisition and total project expenses (Include expenses in contract/purchase requisition and other expenses related to the project; Review in detail below in Financial Elements section).

Responsibility: Individual with immediate responsibility for this proposal and the next highest level of responsibility.

Project Description

- o Give synopsis of the project including timing, location and quantities.

Financial Elements

- o Recap project cost by major element (include estimate of variable expense).
- o Provide historical cost and quantity information to compare current project costs to previous years. (at least 2 years)
- o Discuss any costs that are associated with the project that are not included in the contract or purchase requisition.

Budget Implications

- o State whether this project is included in the latest budget and the budgeted amount. If the project is not budgeted, state how it will be funded.

Utilization

- o This section must be included on all requests for consumer incentives including those to be used for bounceback offers and other fulfillment programs.
- o State the number of displays allocated to each sales rep. for retail promotions
- o Provide the order quantity and utilization or redemption for prior promotions for the brand.
- o Include the projected utilization or redemption for this promotion and reasons to support your projection.

Competitive Bid

- o State whether or not the project was competitively bid. (Bid tabulation sheet should be attached to the purchase requisition).
- o Provide justification if the project was not competitively bid or the low bid was not accepted. Review any plans that will be implemented to bid this project in the future.

Approvals

- o This form must be utilized on all contracts and purchase requisitions greater than \$100,000. The approval form and the attached contract/purchase requisition must be reviewed and initialed by the Budgets & Financial Analysis and Accounting & Financial Controls managers prior to approval by senior management.
- o All contracts regardless of amount must be approved by Legal and Accounting & Financial Controls.

2041002797

SECTION VII

Consulting & Professional Services

All engagements of professionals and consultants must be through the use of a purchase requisition or a contract.

Definitions:

A consultant is an individual or company who possesses certain expertise or knowledge in a particular field and who is engaged to give advice as an experienced and/or independent expert. The objective of his services is normally to provide opinions and/or recommendations for consideration and/or action by management.

Professional Services rendered by an individual or an organization, is generally a service of a professional nature which could normally be performed by in house personnel but for management reasons, outside resources are required or preferred. An individual or organization performing a professional service is engaged to accomplish specific tasks rather than merely to make recommendations.

Selecting the Consultant/Professional

- Selection of the consultant or professional should be through the negotiated process as opposed to the competitive bidding process.
- The selection process should involve the evaluation of prospective consultants/professionals through such avenues as discussion with professionals associates and peers, interviews, presentations or proposals, legal considerations and negotiations.
- More than one consultant/professional should be considered for each project and each should be requested to submit an appropriate proposal for evaluation(see exhibit B)
- Justification for entering into a consulting/professional services agreement must be a summary discussion including basic terms of the proposal(ie. scope of work, fee estimate, expense reimbursement arrangement, method of billing, timetables etc.) and the reason for entering into it.
- The description of the proposal and the attached justification should be routed for appropriate approval. Once approvals are obtained the selected consultant/professional should be requested to sign an agreement stipulating scope of work to be performed, required deliverables, fee, expense reimbursement arrangement, timetable for completion and any other pertinent information.

2041002798

Consulting & Professional Services(Continued)

Monetary Approval

The consultants agreement must be approved in accordance with the monetary approval levels of PM-USA(see section VII). Once a consultant's Professional Services Agreement has been approved by an individual with the proper level of monetary approval, individual invoices to be charged to the approved contract can be approved by the appropriate department head.

All expense reimbursements must be submitted with documentation on invoices, PM Management Corp. petty cash services are not to be used.

2041002799

SECTION VIII

Monetary Approvals(PM-USA Financial Policy #02-300)

The purpose of this policy is to define PM-USA approval limits to insure reasonable protection against fraud by providing the appropriate framework for approval of transactions involving expenditures of company funds.

An individual may approve charges only to those specific costs centers for which he or she has assigned responsibility.

Two documents are the central means for establishing approval authority and insuring proper authorization of expenditure transactions.

1. Monetary Approval Matrix - Exhibit C
3. Monetary Approval Authority (Form 2925) Exhibit D


2041002800

MONETARY APPROVAL MATRIX - JANUARY 1991
(\$000)

	<u>Dangoor</u>	<u>Merlo</u>	<u>McCullagh</u>	<u>Broeman</u> <u>Meurer</u> <u>E. Moore</u>	Arana Berner Charney Lazinsk Vera Weiss Weissman <u>Yusko</u>
Purchase Req/Contracts	500	250	50	10	1
Professional Services	125	50	0	0	0
Consultants (Annual)	50	10	0	0	0
Travel	5+	5	3	2	1
Job Orders	100+	100	50	10	0

2041002801

FORM #2825
PM USA REV. 11/81
COMP 02898/A108

 MONETARY APPROVAL AUTHORITY	NAME		SIGNATURE/INITIAL (1)
	SOCIAL SECURITY NO.		
	LOCATION		JOB TITLE
<input type="checkbox"/> ADD <input type="checkbox"/> CHANGE <small>REPLACE OLD PAGE WITH THIS</small> <input type="checkbox"/> DELETE	EFFECTIVE	SUPERSEDES	AUTH. COST CENTER(S):
APPROVAL - FUNCTION DEPT. HEAD	APPROVAL - FUNCTION V.P. (2)	APPROVAL - FINANCE V.P. (2)	
EXPENDITURE CATEGORY			APPROVAL LIMIT
CAPITAL APPROPRIATIONS			
PURCHASE REQUISITION - MRO / INVOICE WITHOUT PURCHASE ORDER (3)			
CONSULTANTS			
TRAVEL EXPENSE / TRAVEL ADVANCE			
RENTALS AND LEASES (ANNUAL AMOUNT)			
RENTALS AND LEASES (AGGREGATE AMOUNT)			
REQUEST FOR JOB ORDER FUNDS (4)			
Professional Services			
REMARKS:			

- (1) Approval of the above transaction requires individual's own written signature/initial. Use of facsimiles or rubber stamps not permitted.
- (2) Both signatures required for all exceptions as stated in the procedure section of the Monetary Approvals Policy.
- (3) *Maintenance, repairs and operating supplies and services (MRO)* - Any items or services not charged to inventory or to a capital appropriation request. *Invoice without purchase order* - All other operating expenditures not generally covered by approved purchase order or other approved documentation. (Voucher/check requests are subject to the same levels).
- (4) Requests for Job Order Funds (Form #1092) is required for all capital expenditures whether or not they relate to the authorized 650.

NOTE: PRUDENCE SHOULD BE EXERCISED WHEN AUTHORIZING THE USE OF COMPANY FUNDS.

Original - Personnel Department
 Copy 1 - Accounts Payable Dept. (Green)
 Copy 2 - Purchasing Department (Yellow)
 Copy 3 - Management Control Systems (Pink)
 Copy 4 - Functional Department (Gold)

2041002802

PERSONNEL DEPARTMENT REPRESENTATIVE

SECTION IX

Receipt of Goods

Any promotional item ordered in connection with an event must be in accordance with the company's purchasing procedures. Any relating invoice cannot be processed for payment without proper receipt verification. The bill of lading serves as verification of receipt. The bill of lading is a document that shows transfer of ownership, it specifies where items have been shipped from and to their final destination.

Drop Shipments

In the event that goods are dropped shipped and there are no bills of lading or receiving tickets then a signature is required by the user department confirming the quantity received. The Purchasing Department is required to sign for large orders.

2041002803

SECTION X

Expense Accounts(PM-USA Financial Policy #02-100)

PM-USA employees traveling on company business will be reimbursed for authorized and reasonable out-of pocket expenses as they incur on company business. An employee's travel and entertainment expenses should be consistent with his/her normal standard of living.

- PM-USA employees traveling for the company will prepare and submit an expense statement immediately upon return from a trip. Incidental local expenses are to be submitted weekly and not later than monthly.
- Expense statements are to be reviewed and approved by the person to whom the employee reports provided that the individual is authorized to approve such expenses.
- Certain expenses are not reimbursable please refer to page 12 of the PM-USA Expense Account Policy #02-100 (copy attached, exhibit E)
- Special attention should be directed at PM-USA's policy of traveling with family members. A family member's presence will only be reimbursed when it serves as a valid business purpose and it must be approved in advance by the employee's supervisor and by a PM-USA Vice President.
- Petty cash vouchers are to be used for the reimbursement of supper money and other expenses such as local taxi fares. Petty cash vouchers are not to be used for entertainment and meal expenses with others; an expense statement must be used for reimbursement of these expenses. Only PM employees may use petty cash vouchers; temporary employees and consultants are not eligible.

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PHILIP MORRIS

FINANCIAL MANUAL

POL NO: 02-100	PAGE: 1 of 13
ISSUE DATE: April 1, 1981	SUPERSEDES: June 1, 1980
SUBJECT: EXPENSE ACCOUNTS	
APPROVALS: R. N. BEANE, J. J. MORGAN, W. W. McDOWELL	

- PURPOSE:** This statement of policy formalizes Philip Morris U.S.A.'s position on the reimbursement of expenses incurred by employees while on Company business.
- SCOPE:** This policy applies to all employees at all locations of P.M.U.S.A.
- POLICY:** P.M.U.S.A. provides standards that are consistent and fair for all employees and reimburses employees for such authorized and reasonable out-of-pocket expenses as they incur on Company business. An employee's travel and entertainment expenses should be consistent with his/her normal living standards, and the level of his/her expenditures should be appropriate to the Company business involved. The guidelines included in this policy statement are in accordance with the current Expense Account Policy and Procedures issued by the Chief Financial Officer of Philip Morris Incorporated.
- RESPONSIBILITY:**
1. P.M.U.S.A. employees traveling for the Company will prepare and submit an expense statement immediately upon return from a trip. Incidental local expenses are to be submitted weekly and not later than month end.
 2. Expense statements will be approved in accordance with established approval levels. It is the responsibility of the individual approving the expense statement to assure that all aspects of this policy are fully understood and followed by employees for whom they are responsible and that required support documents are submitted.
 3. The Vice President of Finance and Administration (New York) and the Controller (Richmond/Louisville/Cabarrus) or their designees are responsible for the audit and review of all employee business expenses incurred under this policy. In addition, they have the right to question any and all items which, in their opinion, appear unreasonable, do not conform to this policy, or are not consistent with governmental regulations.

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SUBJECT: EXPENSE ACCOUNTS

FILE NO: 02-100	PAGE: 2 of 13
ISSUE DATE: August 1, 1983	EXPIRATION DATE: April 1, 1981

APPROVALS:

1. Expense statements are to be reviewed and approved the person to whom the employee reports provided the individual is authorized to approve such expenses. In the absence of that person, the next higher authority authorized for approvals should approve. (Refer to Monetary Approvals Policy No. 02-300.
2. Vice Presidents and above, whose superior is not located at the same geographical location should, whenever possible, forward the expense statement to his/her superior for approval. If this is not practicable, the processed expense statements should be accumulated until such time that the individual's superior visits the location. At that time, provision should be made by the Chief Financial Officer at the location to have the superior review and approve the respective expense statements.
3. Expenses will not be paid directly to third parties by P.M.U.S.A. on behalf of an employee or group of employees, unless specifically authorized by the Vice President of Finance and Administration (New York) or the Controller (Richmond/Louisville/Cabarrus).
4. If any expense statement is not submitted within 30 days from the date of the end of travel, it must be approved by the departmental Vice President.

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(Note: Refer to page 13, "Expense Statement Index" for a guide to specific items covered)

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POL NO:

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ISSUE DATE:

August 1, 1983

SUPERSEDES:

April 1, 1981

**I. ALLOWABLE BUSINESS
EXPENSES:**

P.M.U.S.A. reimburses employees for those necessary and reasonable expenses paid by the employee and incurred in the performance of job-related responsibilities.

A. TRANSPORTATION EXPENSES

The Company does not insist that an employee travel by air if he/she does not wish to do so. However, transportation is encouraged because there is usually a time savings and often a dollar savings as compared with other modes of transportation.

Philip Morris Inc. provides appropriate travel insurance at company expense for all its employees. The purchase of additional insurance is considered a personal matter and, consequently, the cost is not reimbursable.

All travel arrangements are to be handled through appropriate local travel coordinator (e.g. N.Y. Transportation Dept., Richmond Travel Dept., etc.). If an employee has to purchase his/her own tickets they are to be paid for via the Air Travel Card or billed directly to Philip Morris, and are not to be paid for by the employee.

The issuance of air travel cards will be handled by the local travel coordinator. The department head and the P.M.U.S.A. Controller must provide prior approval for cards issued to Richmond, Louisville, Cabarrus Field Force personnel. For New York personnel, the approval of the Vice President of Finance and Administration is required in addition to the department head approval. The loss of a company issued air travel card should be reported promptly by the employee.

Air Travel

All employees are expected to travel in coach accommodations. Company officers and directors may, at their option, fly in first class. Individuals normally authorized to fly first class may do so when travelling with individuals authorized to fly first class or when the scheduled flight is 5 hours or more.

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SUBJECT: EXPENSE ACCOUNTS

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in duration; however, prior authorization from a vi president will be required. If an employee elects upgrade the class of a rail or airline ticket for personal preference, the additional cost incurred w not be reimbursed. If an employee who is entitled travel first class decides to downgrade the accommodations, he/she will only be reimbursed for cost of the downgraded accommodations.

First class air travel privileges do not include th use of supersonic aircraft for overseas travel. Th use of supersonic aircraft for overseas travel must have prior approval of a P.M.U.S.A. officer.

Unused portions of rail and airline tickets are to attached to expense reports for refund and an expla atory notation made on the expense statement. This applies to transportation paid by the Company throu the use of Company sponsored credit cards or trans- portation paid by the employee. Only the cost of rail and airline tickets should be charged on the expense account. The use of air or rail transpor- tation must be indicated on the expense account eve though the tickets were purchased by the Company. Passenger and credit coupons must be attached to th expense statement.

The use of corporate aircraft should be checked off () in the column indicated with the letters "CA" c the expense statement form.

The use of private aircraft is specifically prohibited unless prior written approval is obtaine from a corporate vice president, and a copy of the written approval is submitted to the Corporate Insurance Department. However, the employee will still assume all liability for any personal injury property damage.

Railroad Travel

Pullman accommodations may be used only if the trip will be in excess of six hours, or when traveling overnight.

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SUBJECT: EXPENSE ACCOUNTS

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Local Transportation

The cost of taxis or car fare to and from places of business, hotel, airport or railroad stations is reimbursable. If available, airport bus transportation to and from airports should be used except when it will be to the Company's advantage to use a taxi or other means of transportation. On return trips the cost of taxis or car fare to an employee's place of residence is reimbursable. The use of private limousine services should be limited to those cases where there is no other convenient means of public transportation. If the limousine service has to be used, the trip cannot exceed 150 miles round trip in duration. The cost of transportation from an employee's residence of his/her place of usual business is not reimbursable for a normal work day.

The use of private limousine service originating and discharging employees within the home office base city limits is prohibited except for senior management (vice-president and above). Any variation from this policy with regard to private limousine service must have the prior approval of the appropriate functional Vice-president.

Auto Rental

Rental autos may be used when the nature of the trip or the location of the place of business to be visited is such that the use of local transportation is not practical or would be more expensive. Employees are encouraged to use one of the three major car rental agencies (Hertz, Avis, and National).

Employees should pay cash or personal credit card for car rentals or arrange to be billed directly at the Employee's address, through the use of the Air Travel Card. The major agencies provide total insurance including the standard collision deductible, the cost of which is included in the rental fee. For an additional charge, they provide full coverage. This additional charge is unnecessary and reimbursement will not be made since any cost resulting from the lack of insurance coverage will be paid by the Company.*

*This does not apply to autos rented outside the United States.

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Other supplementary insurance features offered in conjunction with car rentals also should be waived.

Employees are cautioned regarding the renting of cars from other than nationally recognized agencies because of the severe insurance limitations which are imposed on the lessee.

In the event of collision damage, the employee should not pay for damages directly. He/she should obtain a copy of the estimates for the cost of repairs and request that they be billed at their office address for the amount of damage or the amount of the deductible, whichever is less. The insurance department will review the claim and process the payment directly to the leasing company.

Personal Automobile

An employee's personal car may be used on company business and reimbursement will be made at approved rates (22.5¢ per mile) plus tolls, reasonable parking and storage fees.

Mileage is calculated via the shortest route between the residence of the employee to destination and return. The use of personal car for business travel, where public transportation is suitable, must be authorized in advance.

The total cost of the trip (including hotel, meals, mileage, and all other expenses) must not exceed the total cost that would have been incurred had the trip been made by plane or train.

In the case of local travel incurred while on company business, employees are reimbursed for the mileage and related expenses incurred (i.e., tolls, parking, etc.) in excess of their normal daily commuting expenses.

Normal daily commuting expenses are defined as the expense that an employee incurs in traveling to and from his home to his regular place of work on a daily basis. Thus, if an employee's normal commuting distance to and from work is 20 miles (round trip) additional mileage incurred in excess of the 20 miles for company business purposes is reimbursable at the current prevailing rate.

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An employee's regular place of work is defined as his permanently assigned work location. It is recognized that some employees are required to maintain more than one work location in order to perform their required job functions. In cases of this nature, the employees' supervisor designates one location as the employees' regular place of work.

An employee who incurs collision damage to his personal car while on company business may wish to seek the use of a rental car during the period of repair. First recourse should be through his/her insurance carrier for reimbursement of rental fees. If this coverage is not available, Philip Morris will reimburse the employee 50% of the total rental cost (excluding charges for gasoline) of a comparable car while his/her personal car is being repaired, plus the deductible amount of the employee's personal insurance policy. Prior approval of the department head will be required, and all rentals should be handled by the local travel coordinator. Philip Morris assumes no liability for any property damage to the employee's vehicle.

B. LODGING

Employees are expected to obtain suitable accommodations at reasonable rates in a good commercial hotel or motel appropriate to the nature of the business trip and consistent with the employee's normal standard of living. Use of higher priced rooms or suites should be confined to those rare situations when it is necessary to hold a business conference or meetings in the hotel room. Employees must report "LODGING" the daily rate (including tax) for each night registered as shown on the hotel or motel bill and not a total amount on the check-out date. Paid receipts to substantiate each night's lodging must be attached to the EXPENSE STATEMENT. If two or more persons share one room, the employees must obtain and submit separate bills. If the hotel accommodations are of a master billing nature (vis. convention, conference), that notation must be indicated on the expense report.

Employees will not be reimbursed for room rent incurred when staying overnight at relatives' or friends' residences. Appropriate notation indicating that "Lodging" expenses were not incurred should be stated on the expense statement.

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*Master billings should include only the cost incurred by the employee for the room, related tax and telephone charges. Examples of expenditures that are not to be charged to the master billings are as follows: meals, activity fees, bar tabs, the non-reimbursable expenses noted in Section IV

C. MEALS

When traveling out of town, the reasonable cost of all meals is reimbursable. The cost of meals should be appropriate to the nature of the business trip and consistent with the employee's normal standard of living.

Employees must report as "MEALS" the aggregate cost of each day's meals including gratuity. Meal tips usually 10% to 15% depending on the quality of service rendered. The costs of cocktails, liquors or other drinks other than with meals are personal expenses and are not reimbursable except when incurred to entertain business guests and must be reported as "EXPENSE WITH OTHERS", indicating the names of guests and their company affiliation (see ENTERTAINMENT).

Meal costs incurred in the home city in connection with attendance at meetings, lectures, anniversary retirement parties, etc. are not reimbursable expenses, except in cases where an employee is attending by special request of the company or by virtue of his responsibility in the firm's behalf. Employees who are not paid overtime but are requested to work overtime may be reimbursed for the cost of meals. They must work three or more hours beyond their normal working hours on any scheduled workday. This is three hours plus any period of absence during the workday (dental appointments, personal business, etc.). The cost of meals (lunch) for a single day's trip (not overnight) are not reimbursable except when the employee is required to leave early (breakfast paid) or returns late (dinner paid). If meals are furnished to an individual under circumstances generally considered to be conducive of a business discussion, the cost of the furnished meal and the employee's meal and tip must be reported as "EXPENSE WITH OTHERS" - (see ENTERTAINMENT).

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D. ENTERTAINMENT

While business entertainment expenses are nearly always reimbursed, such entertainment is usually limited to employees whose duties require it. Reimbursement of entertainment expenses is authorized only if the entertainment is properly required and clearly on behalf, and in the best interests, of the Company. Intracompany entertainment should be kept at a minimum. Employees on trips to other P.M.U.S.A. locations are not expected to buy lunches, dinners, or other forms of entertainment for employees of that location unless such appointment is demonstrably the only time when such meetings can take place at which company interests are served.

Names of guests entertained and Company affiliations should be noted on the expense report. Enter the date, location of entertainment and amount on the expense report. Note: All expenditures of \$25 or more must have a receipt or similar evidence sufficient to support the expenditures; this documentation should be attached to the expense report.

E. CONFERENCES

P.M.U.S.A. incurs substantial expenses on behalf of employees attending conventions, sales promotion meetings, banquets, seminars and other major events. Most of the expenses incurred in connection with such meetings are paid directly by the Company. Employee expenses to and from such meetings, incidental meals and other expenses not billed directly to the Company are to be treated as travel expenses and reported on an expense statement.

F. CLUB MEMBERSHIPS

The cost of club memberships which serve a valid business purpose and which are held in the name of an employee must be paid by the employee and submitted on an expense report for reimbursement, provided prior written approval is obtained from a corporate vice president. All annual membership dues over \$100 must also be approved by the Corporate Treasurer's Department. A corporate vice president's membership

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dues must be approved by his/her immediate superior. Where such clubs have facilities other than dining viz. recreational, the employee should be prepared substantiate, via a log or other acceptable means, that such facilities are used primarily for business purposes.

G. LAUNDRY AND VALET SERVICES

Reasonable expenditures for valet service are reimbursable when an employee is away from his/her city for more than two days. Laundry expense is reimbursable when the trip exceeds one week. On shorter trips, inclement weather may warrant occasional reimbursement of these services.

H. MISCELLANEOUS

Costs of a business nature, such as handling of baggage, postage, telephone calls and any other charges other than personal items are allowable expenses. All items of this nature must be itemized. The purchase or replacement of personal property such as luggage, clothing, jewelry, etc. is not reimbursable.

I. TRAVEL WITH SPOUSE

Where a spouse's presence (or any member of the employee's immediate family) will serve a valid business purpose and where, in fact, services supplementing those of the employee will be rendered by the spouse, expenses on account of the spouse's presence will be reimbursed as though the spouse were an employee. Situations of this type should be rare and must be approved in advance by the employee's supervisor and by a P.M.U.S.A. vice president.

At any other time when an employee's spouse accompanies the employee on a business trip, the Company will reimburse lodging expenses equal to that which would have been incurred if the employee had traveled alone. For example, assuming that the cost of the double room in a hotel is \$40.00 and a single room is \$34.00, the Company will reimburse the employee for the cost of the double room to the extent of \$34.00. Similar cost allocation and reimbursement procedures apply in the cases of other members of an employee's family who may accompany the employee on a business trip.

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September 10, 1985	June 15, 1984

J. TELEPHONE

When an employee is making an international call to/from the United States the use of a telephone credit card is encouraged to avoid additional charge by hotel, etc.

NOTE: Personal calls to/from overseas should be limited to ten (10) minutes to be reimbursable.

II. CREDIT CARDS:

The use of company sponsored credit cards issued to employees shall be limited to an Air Travel Card and telephone credit cards. The Vice President of Finance Administration (New York personnel) and the Controller (Richmond/Louisville/Cabarrus and Field Force Personnel or their designee, are responsible for the issuance and control of such credit cards.

The fee for maintaining one personal credit card (e.g. American Express, Diners Club, Visa, MasterCard, etc.) reimbursable by the Company for employees who travel frequently. This reimbursement is limited to the lesser of the current charge for the basic card from American Express or charges for similar basic cards offered by other financial institutions. The maximum reimbursement will not exceed American Express' basic card fee. Charges in excess of this amount are the employee's responsibility. This fee does not apply to interest on unpaid balances charged by credit card issuers or fees for cards issued to family members of the employee.

Other credit cards may be used by the employee only as a matter of personal convenience. Any obligations between an employee and any credit card company is strictly personal and in no way involves the Company. When a personal credit card is used, the employee will be reimbursed when the expense is incurred, properly reported and approved as in the normal procedure.

III. TRAVEL ADVANCES:

Normally the use of the credit cards referred to above precludes the need for employees to draw travel advances. However, temporary travel advances may be allowed for business trips where substantial expenses will be incurred for which credit cards cannot be used. The temporary travel advance is to be accounted for immediately upon completion of the business trip.

SUBJECT: EXPENSE ACCOUNTS

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ISSUE DATE:	SUPERSEDES:
November 1, 1985	September 10, 1984

The issuance of permanent travel advances to employees should not be encouraged regardless of the frequency of travel required. If a permanent advance is to be issued the prior approval of the controller or his designee is required.

**IV. NON-REIMBURSABLE
EXPENSES:**

To assist approving authorities in carrying out their responsibilities and to provide guidance to those who ask them to approve expenses, the following list defines many of those expenses which are not reimbursable:

1. Excessive expenses that are not within the intent of this policy; unexplained expenses.
2. Travel expenses of employee's spouse and family unless prior approval has been granted in accordance with established policy. See Section I Sub Section I above.
3. Sight seeing or personal side trips.
4. Transportation between home and to regular place of employment.
5. Unauthorized attendance at conventions, meetings and conferences.
6. Travel insurance.
7. Personal credit card fees, except for the one already reimbursed in accordance with the established policy.
8. The cost of club membership or dues except where prior written approval has been obtained, as noted in Section I Sub Section F above.
9. Personal entertainment; personal reading material (books, magazines, etc.).
10. Special room service; baby sitting services (unless prior approval is obtained from a vice president).
11. Purchase or replacement of luggage.
12. Hair styling, manicurist and other items of personal grooming.
13. Theft, loss or damage of money or personal property.
14. Repairs, maintenance and insurance of personal property.
15. Airport lounge fees.
16. Medical care.
17. Smoking supplies.
18. Telephone answering services.
19. Excessive personal telephone calls.
20. Traffic violations (Company owned, rental or personal vehicles).
21. Lost ticket processing charges imposed by airlines.

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April 1, 1981	June 1, 1980

EXPENSE STATEMENT INDEX

	<u>Section</u>	<u>Paragraph</u>		<u>Section</u>	<u>Paragraph</u>
Advances	III		Meals	I	C
Air Transp.	I		Memberships	I	F
American Express	II		Mileage Allow.	I	A
Auto Transp.-			Miscellaneous	I	H
Personal	I	A	Hotels	I	B
Auto Transp.-					
Personal	IV	14	Non-Reimb. Exp.	IV	
Auto Transp.-					
Rented	I	A	Permanent Advance	III	
			Personal Expenses	IV	
Books	IV	9	Personal Prop.		
Bus Transp.	I	A	Loss	IV	13
Business Enter-			Personal Prop.		
tainment	I	D	Loss	I	A
Business Meet-			Private Aircraft	I	A
ings	I	C,D			
			Railroad Transp.	I	A
Cabs	I	A			
Club Member-			Spouse's Expenses	I	I
ships	I	F	Supper Money	I	C
Collision					
Damage-Car			Taxis	I	A
Rental	I	A	Telephone	I	H,J
Conferences	I	E	Temporary Advance	III	
Credit Cards	II		Tips	I	C
			Train Transp.	I	A
Entertainment	I	D	Transportation	I	A
Hotels	I	B	Unused Transp.	I	A
Laundry	I	G	Valet	I	G
Limousine					
Service	I	A			
Lodgings	I	B			

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SECTION XI

New Vendor/or Changes to an Existing Vendor

In order to set-up a new vendor or make changes to an existing vendor a PM-USA vendor update sheet must be completed (form attached, Exhibit F). This form enables a vendor to be established on the accounts payable system. Accounts Payable must receive the following documentation:

- o A copy of the company's letterhead or a company invoice indicating their name and address.
- o The company's tax I.D. number.
- o Informational changes to existing vendors require written instructions from the vendor.

Once the required information is received a vendor can be established on the accounts payable system and invoices can be processed for payment.

Processing Invoices for Payment

Invoices must be submitted on a timely basis to the Accounts Payable Department, 120 / 10. The procedures are as follows:

- o A PM-USA voucher must be completed and attached. (Exhibit G)
- o The invoice must be approved by a PM-USA employee with sufficient monetary authority for that type of expense.
- o If the invoice is over \$100 a PM-USA purchase order or contract is required.
- o Original invoices (not photocopies or faxes) must be attached to the voucher.
- o Documentation must be attached to support expenses.
- o A statement is not an invoice and is not an acceptable form of documentation.
- o Supporting documentation may not be altered, the use of whiteout is not allowed.
- o Any invoice where goods are received, requires the bill of lading to be attached to the voucher.
- o The accounts payable payment cycle is 30 days from the invoice date.
- o Wire transfers are used only when payments are needed immediately. A PM-USA voucher is completed additional information is required, the ABA # and the bank account #.

2041002818

Exhibit F

**PHILIP MORRIS U.S.A.
VENDOR UPDATE SHEET**
Please Print or Type All Information

ADD	
CHANGE	

ACCTG. USE ONLY

VENDOR NUMBER: 3

1. VENDOR NAME: _____ (31) (FOR AVA 01 & AVB 01)
STREET: _____ (31)
ADDITIONAL ADDRESS INFORMATION: _____ (31)

CITY/STATE: _____ (25)
ZIP CODE: _____ (9)
2. PAYMENT ADDRESS, IF DIFFERENT FROM ABOVE:
NAME: _____ (31) (FOR AVB 01 ONLY)
STREET: _____ (31)
ADDITIONAL ADDRESS INFORMATION: _____ (31)

CITY/STATE: _____ (25)
ZIP CODE: _____ (9)
3. STATE CODE: _____ (2)
4. CONTACT NAME (IF KNOWN): _____ (20)
5. PHONE INCLUDE AREA CODE: (IF KNOWN) _____ (12)
6. PAYMENT TERMS: (I.E. 1% 10 NET 30) _____
7. INCORPORATED (Y/N)? : _____
8. TAX I.D. OR SOCIAL SECURITY NUMBER: _____ - _____ - _____
9. MINORITY VENDOR (Y/N)? : _____
10. MINORITY VENDOR INDICATOR: _____ (1)
11. REQUESTED BY: _____ DATE: _____
ENTERED BY (ACCTG. DEPT.): _____ DATE: _____
APPROVED BY (ACCTG. DEPT.): _____ DATE: _____

*NUMBERS IN BRACKETS INDICATE THE MAXIMUM SPACE FOR EACH FIELD.

INSTRUCTIONS ON COMPLETING SHEET

1. COMPLETE VENDOR NAME, ADDRESS, CITY, STATE AND ZIP CODE.
 2. IF THE PAYMENT ADDRESS IS DIFFERENT FROM THE PURCHASE ORDER ADDRESS, COMPLETE PAYMENT ADDRESS SECTION ALSO.
 3. USING THE STANDARD POSTAL STATE CODE, COMPLETE THE STATE CODE, I.E.: NEW YORK = NY.
 4. VENDOR CONTACT NAME (IF KNOWN).
 5. VENDOR PHONE NUMBER INCLUDING AREA CODE (IF KNOWN).
 6. SUPPLY THE VENDOR'S PAYMENT TERMS, NOTE: IF VENDOR TERMS ARE NOT KNOWN, THE MARKETING ACCOUNTING DEPT, WILL ASSIGN THEM ACCORDING TO PHILIP MORRIS FINANCIAL POLICY.
 7. INDICATE WHETHER THE VENDOR IS INCORPORATED OR UNINCORPORATED.
 8. ALL VENDORS MUST HAVE A FEDERAL TAX ID NUMBER OR A SOCIAL SECURITY NUMBER.
FORMAT EXAMPLE: FEDERAL TAX ID NUMBER: XX-XXXXXXX
SOCIAL SECURITY NUMBER: XXX-XX-XXXX
 9. IS THIS A MINORITY OWNED VENDOR (YES OR NO)? IF A MINORITY OWNED VENDOR, SEE ITEM 10.
 10. TO INDICATE A MONORITY OWNED VENDOR, THE FOLLOWING CODES ARE ELIGIBLE:
BLANK — NOT A MINORITY VENDOR
1 — BLACK
2 — HISPANIC
3 — ASIANS/PACIFIC ISLANDERS
4 — INDIANS/ESKIMOS/ALEUTS
5 — OTHER (IF OTHER, EXPLAIN)
 11. SIGNATURE AND DATE MUST BE FILLED OUT BY PERSON REQUESTING VENDOR UPDATE.
- NOTE: COPY OF VENDOR LETTERHEAD WITH FULL ADDRESS MUST BE ATTACHED.

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DATE: 1 1

PAYEE:	EXPLANATION OF PAYMENTS:

PAYEE FEDERAL TAX ID _____ OR SS NUMBER _____

INVOICE AMOUNT: \$ _____ PROJECT CODE: _____

RETURN TO NAME: _____ CODE: _____

DATE DUE: / / EXTENSION: INVOICE APPROVAL:

FOR CASH CONTROL USE:

BANK CODE: _____ COMPANY: _____

CHECK NUMBER: _____ CHECK DATE: ____/____/____ AMOUNT: _____

FOR ACCOUNTING USE ONLY

VOUCHER: _____

ACTION: _____

VENDOR: _____

VENDOR ZIP: _____

INVOICE NUMBER: _____

INVOICE DATE: _____

INVOICE AMOUNT: _____

INVOICE TYPE: _____

VOUCHER DUE: / /

PO/EST NUMBER: _____

BYPASS MATCH: _____

CONTRACT PAYMENTS/CYCLE: _____

SEPARATE CHECK _____ SEPARATE HANDLING: _____

HOLD: _____

CHECK CODE:		CHECK DESCRIPTION	
-------------	--	-------------------	--

DISC AMT/PCT: _____

TERMS CODE: _____

USE/SALES TAX: _____

TAX AMOUNT/PRORATE: _____

FREIGHT CODE/AMT: _____

CASH ACCOUNT: _____

GL ACCOUNT	C/D	PART/DESC	UM	QTY	AMOUNT
------------	-----	-----------	----	-----	--------

NY200					
NY200					
N					
200					

(1) ACCTG AUDIT _____ (2) ACCTG APPROVAL _____ (3) DATA ENTRY _____

2041002821

SECTION XII

Business Gifts

In the event a gift is given to a non-employee in connection with a promotional event it must be in accordance with PM-USA's financial policy number 02-200.

- All commitments for any non-employee gift under \$200 must have written approval of a PM-USA officer (PM-USA Vice President).
- All commitments from \$200 to \$750 must have prior written approval of the most senior New York based functional Vice President of PM-USA.
- In the case of gifts to non-employees with costs exceeding \$750 made openly in public presentation, the approval of the President and CEO of PM-USA will be required.

A purchase requisition must be prepared for all gifts purchased. Each requisition should clearly describe the item and the organization or business entity that is to be the recipient of such gifts. All purchases of gifts must be in accordance with the company's purchasing procedures. In circumstances where it is impractical to make such purchases through the purchasing department it is acceptable for the employee to submit the expenditure on his expense report provided it is properly described as a gift and supported by an invoice which clearly indicates the recipient of the gift.

Definition -

A gift is anything of value that is bestowed voluntarily and without compensation. It maybe in the form of statues, jewelry, books, paintings, entertainment, services, the use of property or facilities. Other items which are considered gifts are flowers, candy, liquor and fruit.

2041002822

PHILIP MORRIS

FINANCIAL MANUAL

POL. NO:

02-200

PAGE:

1 of 5

ISSUE DATE:

August 1, 1990

SUPERSEDES:

July 1, 1987

SUBJECT:

BUSINESS GIFTS

APPROVALS:

H. H. [Signature]

PURPOSE

To define Philip Morris U.S.A.'s policy with regard to business gifts.

POLICY

PM-USA operates in accordance with the provisions of the Business Conduct policy of Philip Morris Companies, Inc. All gifts made by PM-USA employees must be in accord with generally accepted business practices, and comply with the policy of the organizations employing the recipient and with the guidelines set forth in this policy.

SCOPE

This policy applies to all employees at all locations of PM-USA and must be administered by the Department Heads of each functional area.

APPROVALS

1. All commitments for any non-employee gift under \$200 must have the written approval of an Officer of PM-USA. Region Directors may give written approval for gifts (not exceeding \$100) as allowed within the "Scope" of this policy.
2. All commitments for any non-employee gift from \$200 up to \$750 must have the prior written approval of the most senior New York based functional Vice President of PM-USA.
3. In the case of gifts to non-employees with a cost exceeding \$750 made openly in public presentations, the approval of the President and CEO of PM-USA will be required.
4. Gifts to employees are discouraged. The special circumstances where a gift may be appropriate are outlined in the "Guidelines" section of this policy. All gifts to employees, or their immediate family members, must have the prior written approval of an Officer of PM-USA. The Region Directors may approve gifts not exceeding \$100 to employees of the Field Sales Force. A quarterly report of all such gifts (gifts to Field Sales Force employees) will be prepared by the Cash Disbursements Department (Richmond) and submitted to the Vice President of Field Sales for approval.

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SUBJECT: BUSINESS GIFTS

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5. Specific prior approval of the PM-USA President and Chief Executive Officer and of the Office of the PM Companies, Inc. General Counsel must be obtained when any gift or award is proposed to be given to any employee of a domestic government agency, an employee of a foreign government, or any elected or appointed public official or immediate family member. Gifts to officials of foreign governments should be rare and be of nominal value and presented openly.

GUIDELINES

1. Definition - A gift is anything of value that is bestowed voluntarily and without compensation. It may be in the form of statues, jewelry, books, paintings, wares, entertainment, services, the use of property or facilities or other form. When made, gifts must be in accord with normally accepted business practices and comply with the policy of the organization employing the recipient. The making of such gifts should be legal and in accord with generally accepted ethical practices in all governing jurisdictions. Any questionable situation must be reviewed with the PM-USA General Counsel prior to making the gift. Items which are considered gifts are as follows:
 - Gifts to Company employees upon retirement.
 - Flowers, except when given in the event of death of an employee or an employee's immediate family member (i.e., parent, spouse, son, or daughter).
 - Candy, liquor, and fruit of nominal value given for personal consumption.
2. Exclusions - Gifts do not include the following:
 - Cigarettes intended for sampling and promotional items of nominal value with product or Company identification. For purposes of this exclusion, promotional items are of a nature available to and used by the Field Sales Force.
 - The purchase of theater tickets and tickets to sporting events may be entertainment or gifts depending on the circumstances. The cost of attendance at a show or sporting event for a Philip Morris employee with a customer or other third party will be considered entertainment expenses, and therefore, not subject to this policy, but will be subject to the Expense Account policy (No. 02-100). The cost of those same tickets presented to a customer, or third party, for use unaccompanied by a Philip Morris employee are to be considered a gift.

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- Common business courtesies such as payment for a typical lunch or dinner in connection with a business meeting, are to be considered a normal business item and subject to the Expense Account policy (No. 02-100).
- Gratuities and tips which are customary practice should be handled in accordance with the Expense Account policy (No. 02-100).
- PM-USA Plans such as service awards, scholarships, etc.
- Gifts made under company established plans such as Action Cost Team recognition, patent awards, smoking panel, safety awards, sports trophies, etc. Such company established plans must have the prior written approval of the senior functional head. Gifts or awards are not to exceed \$200 per individual per plan.

3. Employee Gifts

- (a) Gifts to employees, or their immediate family members, or parties for employees, paid at Company expense, should be rare and given only in the following circumstances:
- (1) Serious illness of an employee or their immediate family member. The senior function head is responsible for insuring that only one gift per illness, with a cost not to exceed \$100, is given at company expense. An Officer of PM-USA must authorize the gift.
 - (2) One retirement gift of up to \$500 may be given to an employee with the prior approval of an Officer of PM-USA and the Employee Relations department.
 - (3) Mementos given to employees, officers, and directors at internal conferences and meetings, unless they qualify as exclusions, (e.g., promotional items and cigarettes intended for sampling).
 - (4) Parties in honor of a transfer with a promotion. Gifts upon such an occasion are the personal responsibility of the giver(s) and will not be paid for by the Company.

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SUBJECT: BUSINESS GIFTS

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(b) Occasions where Company paid gifts to or parties for employees are prohibited include weddings, birthdays, childbirth, wedding and bridal showers, employee transfer except with a promotion and promotion without transfer. Gifts and parties for employees for these occasions are the personal responsibility of the giver(s) and will not be paid for by the Company.

4. Restrictions - Gifts made by PM-USA employees at company expense are restricted as follows:

- No gift in the form of cash or its equivalent may be given regardless of amount. NOTE: Gift Certificates are considered to be cash equivalents.
- It is the general policy that each employee evaluate the circumstances which evoked the giving of the gift and determine whether it is in the best interest of the company and a customary industry practice before the expenditure is initiated. If an employee has any doubt about the legality of the gift, he should consult the PM-USA General Counsel.
- In no event shall any gift exceed \$750. This limitation shall not apply to gifts (excluding gifts to employees) made openly and in public presentations, the nature of which indicates that the gift is made to an individual acting on behalf of his entity.

DOCUMENTATION

1. A Purchase Requisition must be prepared for all gifts purchased. Each requisition should clearly describe the item and the organization or business entity that is to be the recipient of such gifts. All purchases must be made in accordance with the company's purchasing procedures. In those circumstances where it is impractical to make such purchases through the Purchasing Department, it is acceptable for the employee to submit the expenditure on his expense report provided it is properly described as a gift and supported by an invoice which clearly indicates the recipient of the gift.
2. Account No. 452, Business Gifts, has been established to accumulate the cost of such expenditures, and this account number should be placed on the initiating disbursement document by the party approving the payment.

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SUBJECT: BUSINESS GIFTS

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REPORTING

1. The PM-USA Controller will provide the Vice President of Finance and Administration, within thirty working days after each semiannual period, a listing of all gifts made during the respective period, setting forth the donor, recipient, business organization, reason for the gift and amount. This report must be signed by the PM-USA President and Chief Executive Officer and copies submitted to the PM Companies, Inc. Vice President and Chief Financial Officer and to the PM Companies, Inc. General Counsel.
2. The appropriate instructions and format for reporting is attached (Exhibit A and A-1). A negative report should be issued if there are no gifts. Gifts below \$50 per recipient on an annual cumulative basis need not be reported individually but must be reported on an aggregate basis and must comply with this policy.
3. The reports for January through June are due to PM Companies, Inc. the last working day in July and the report for the year is due the last working day in January.

RELATED POLICIES

Section 02-100	Expense Accounts
Section 05-100	Standards of Business Conduct

2041002827

REPORTING INSTRUCTIONS

1. All columns must be completed.
2. Under donor, list the name of the department head or corporate officer who approved the gift.
3. An item should be reported only by the entity which ultimately bears the charge.
4. Reports should be cumulative by recipient within each year.
5. A negative report should be submitted if there are no gifts.
6. Any gifts below \$50.00 per recipient on an annual cumulative basis need not be reported individually but must be reported on an aggregate basis and must comply with this policy and appropriate operating company approval requirements.
7. Reports covering the period January through June are due the last working date in July and the report for the year is due the last working day in January.

EXHIBIT A

2041002828

REPORT ON GIFTS

Reporting Company _____

Period Covered _____

<u>Donor</u>	<u>Recipient</u>		<u>Description</u>	<u>Reason</u>	<u>Current Period Amount</u>	<u>Cumulative Amount For the Year</u>
	<u>Individual</u>	<u>Company</u>				

The above itemized gifts were made and are reported in compliance with PM Companies, Inc. Policies and Procedures.

President and Chief Executive Officer

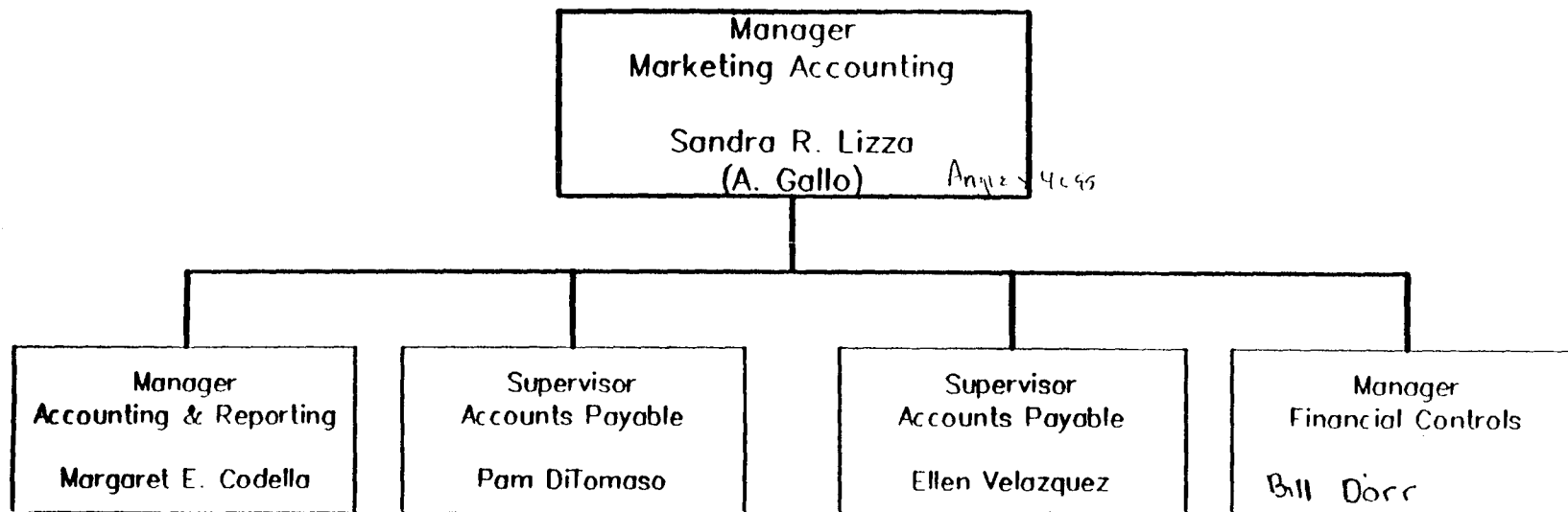
EXHIBIT A-1

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MARKETING ACCOUNTING

060-120

Reports to
Assistant Controller
NYO Headquarters
Henry P. Long, Jr.

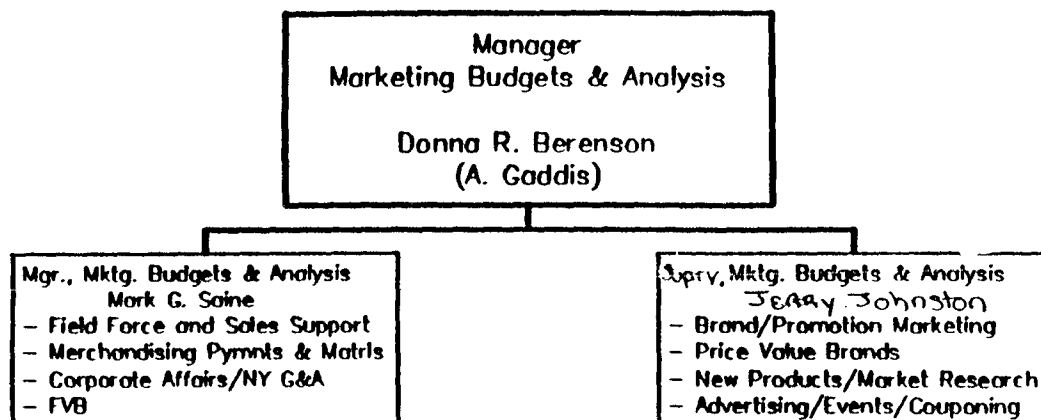


2041002830

MARKETING BUDGETS & ANALYSIS

060-120

Reports to
Assistant Controller
NYO Headquarters
Henry P. Long, Jr.
(Vacant)



2041002831